



## Mayor Lisa Brown

July 29, 2025

Mr. Jeremy Schmidt  
Site Manager  
Toxics Cleanup Program  
Eastern Regional Office  
Department of Ecology  
4601 North Monroe Street  
Spokane, WA 99205-1295  
[jeremy.schmidt@ecy.wa.gov](mailto:jeremy.schmidt@ecy.wa.gov)

Re: Preliminary Determination of Liability for Release  
Spokane International Airport (SIA) PFAS  
Cleanup Site ID: 16774

Dear Jeremy,

The City of Spokane received your letter dated June 13, 2025. Thank you for the extension of time to respond by July 31, 2025. The City also appreciates the additional information you provided on July 14, 2025.

The City of Spokane shares Ecology's concern regarding the public health risks associated with PFAS in groundwater on the West Plains. The City will continue to cooperate with Ecology, Spokane Airport Board, Spokane County, Fairchild Air Force Base (FAFB), and other concerned parties to address the issue in a timely way.

In 1948, the United States Government conveyed title to much of the SIA property to the City following World War II. A copy of the deed is attached as Exhibit A. The U.S. Government placed certain restrictions on use of the property and retains a reversionary interest.

In 1962, the City and Spokane County entered into an Airport Joint Operating Agreement establishing joint ownership of the SIA property as tenants in common, subject to the restrictions in the 1948 deed. The Joint Operating Agreement also established the Spokane Airport Board (Board) and provided funding to develop and operate SIA. A copy of the 1962 agreement is attached as Exhibit B.

In 1990, the City and County amended and replaced the 1962 agreement with an Amended Spokane County/City Airport Agreement. In 2019, the Airport Agreement was further amended

***A Better Way Starts Here***

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by the City and County. These agreements vest the Board “with complete authority for the management and operation of [SIA].” Copies of the 1990 and 2019 agreements are attached as Exhibits C and D.

The City expects that the Board will continue to be in the lead with respect to Ecology’s directives related to SIA. This includes planning, funding, and directing any work related to Enforcement Order No. 22584, and paying oversight costs incurred by Ecology consistent with the Model Toxics Control Act (MTCA). If there is work that Ecology needs that is beyond the Board’s authority over SIA, the City is willing to discuss how the City might facilitate that work in conjunction with the other parties.

As you noted, the City is the purveyor of domestic water supply to SIA and some surrounding areas. The City may be in a unique position to assist with extending potable water to some affected residents and businesses as a form of remedial action provided sufficient funding is available and subject to various regulatory requirements. There may also be technical challenges to extending domestic water to certain areas of the West Plains. Please let us know if you wish to discuss this as an option.

The City understands that the County recently received a \$7,500,000 grant from the Department of Commerce for “point of entry treatment” where PFAS have affected groundwater near FAFB and SIA, including areas within the limits of the City of Spokane and the City of Airway Heights. The City expects these funds to be used to assist affected property owners as soon as possible. Please let us know how we might facilitate that effort. In addition to this funding, the City wants to take advantage of grants and loans available to the City under MTCA.

The City is concerned that Ecology does not yet have a complete understanding of the source(s) of PFAS in groundwater at and around SIA. FAFB is party to a Federal Facilities Agreement (FFA) with the U.S. Environmental Protection Agency (EPA). In 2023, EPA recommended that “groundwater should be sampled for PFAS to delineate the extent of the [PFAS] plume” at FAFB. In 2024, FAFB released its “Fifth Five-Year Review” of efforts to clean up pollution under the FFA and established a new Operable Unit 9 to address PFAS in groundwater from various areas at FAFB. Ecology should engage with FAFB to ensure data is collected in a coordinated manner to avoid duplication. This is not merely an issue of allocating liability. In order to develop an effective PFAS cleanup strategy, Ecology must know not only the nature and extent of contamination but also all the source(s) of that contamination.

Ecology should notify the Washington Military Department (WMD) of its potential liability for PFAS contamination at SIA. In 1992, Ecology ranked the fire training area at SIA as a MTCA site (Site ID: 1188) based, in part, on firefighting activities by the Washington Air National Guard. Beginning in the 1970s, PFAS were commonly added to firefighting foam. While the U.S. Army Corps of Engineers issued a “site closure summary evaluation” in 2003, there is no evidence

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that the Corps analyzed any samples for PFAS. At a minimum, Ecology should send an information request to WMD regarding the scope, nature and timing of firefighting activities at SIA.

Finally, in order to ensure people are protected and the work proceeds in a timely way, the City has signed the "PLP Waiver Form" provided with your letter. See attached Exhibit E. At the same time, in the spirit of transparency and cooperation, the City would like to understand Ecology's rationale for sending the City a preliminary determination of liability letter at this time. The City understands that Ecology issued SIA a final PLP determination letter nearly two years ago (August 17, 2023). And, since that time, we understand that SIA has been complying with and meeting all milestones associated with Ecology's March 29, 2024, Enforcement Order No. 22584. We are available at your convenience to discuss this item in addition to any other topic discussed in this letter.

Going forward, please contact Mike Piccolo or Elizabeth Schoedel as the City's point of contact for this matter.

Sincerely,

A handwritten signature in black ink, appearing to be 'AS' with a long horizontal stroke extending to the right.

Alexander Scott  
City Administrator for the City of Spokane

Encs. Ex. A - 1948 Quit Claim Deed  
Ex. B - 1962 Airport Joint Operation Agreement  
Ex. C - 1990 Amended Spokane County/City Airport Agreement  
Ex. D - 2019 Amended Spokane County/City Airport Agreement  
Ex. E - PLP Waiver Form – executed

cc: Marlene Fiest, Public Works Director  
Mike Piccolo, City Attorney  
Elizabeth L. Schoedel, Chief Assistant City Attorney  
Craig Trueblood, K & L Gates LLP  
Raylene Gennett, Interim Water Director

## **EXHIBIT “A”**

QUITCLAIM DEED

THIS INDENTURE, made as of the 21st day of July, 1948, between THE UNITED STATES OF AMERICA, acting by and through the War Assets Administrator, under and pursuant to Reorganization Plan One of 1947 (12 Fed. Reg. 4534) and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part and the CITY OF SPOKANE, WASHINGTON, a municipal corporation under the laws of the State of Washington, acting by and through its Mayor, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, conveys and quitclaims to the said party of the second part, its successors and assigns, under and subject to the reservations, restrictions and conditions, exceptions, and reservation of fissionable materials and rights hereinafter set out, all its right, title and interest in the following described property situate in the County of Spokane, State of Washington, to-wit:

All the following described lands located in Sections 28, 29, 30, 31, 32 and 33, T. 25 N., R. 42 E., W.M., and Sections 5 and 6, T. 24 N., R. 42 E., W.M., in the County of Spokane, State of Washington:

- (1) The South half ( $S\frac{1}{2}$ ) of said Section 29, EXCEPT the East fifty (50) feet thereof which is reserved for road purposes.
- (2) The East half ( $E\frac{1}{2}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) of said Section 30.
- (3) a. The East half ( $E\frac{1}{2}$ ) of the Northeast quarter ( $NE\frac{1}{4}$ ); also  
b. The Southeast quarter ( $SE\frac{1}{4}$ ) EXCEPT the South thirty (30) feet thereof which is reserved for road purposes; and  
c. The Southwest quarter ( $SW\frac{1}{4}$ ) EXCEPT the following described parcel, to-wit: Beginning at the Southwest (SW) corner of said Section 31 and running thence along the South line of said Section 31 Easterly 466.95 feet; thence Northerly parallel with and 466.95 feet distant Easterly from the West line of said section, 466.95 feet; thence Westerly parallel with and 466.95 feet distant Northerly from the South line of said section, 466.95 feet to a point in the West line of said section; thence Southerly along said West line of said section, 466.95 feet to the point of beginning.

All in said Section 31 but EXCEPTING from each of the three above-described tracts a., b. and c., that part thereof which lies within the North 3100 feet of the West 4300 feet of said Section 31.

- (4) All of said Section 32;
- (5) Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 of Storey's Homewood Tracts in said Section 33, as per plat recorded in on page 46 of Book N of Plats in the office of the County Auditor, Spokane County, Washington;
- (6) One square acre in the Southwest (SW) corner of the Northwest quarter (NW $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Said Section 33;
- (7) Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 of Thompson's West Side Tracts in said Section 33 as per plat recorded on page 21 of Book F of Plats in the office of the County Recorder, Spokane County, Washington;
- (8) The North half (N $\frac{1}{2}$ ) of the North half (N $\frac{1}{2}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of said Section 33, EXCEPT a strip of land 20 feet wide along the West side for County Road right-of-way.
- (9) That part of the Southwest quarter (SW $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of said Section 33 lying South of Reitmeier's Suburban Homes Addition, and Northwesterly of the Northwesterly line of Primary State Highway No. 11;
- (10) Tracts 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Reitmeier's Suburban Homes Addition in said Section 33 as per plat recorded on page 6 of Book Q of Plats in the office of the County Recorder of Spokane County, Washington; also that part of Tract 10 of said Reitmeier's Suburban Homes Addition which lies Northwesterly of the Northwesterly line of the right-of-way for Primary State Highway No. 11 as conveyed to the State of Washington by deed recorded at page 415 of Book 499 of Deeds; and also that part of Tract 11 of said Reitmeier's Suburban Homes Addition which lies Northwesterly of the Northwesterly line of Primary State Highway No. 11;
- (11) Tracts 2 and 3 of Glenwood Park Addition as per plat recorded on page 70 of Book E of Plats in the office of the County Recorder of Spokane County, Washington; also those parts of Tracts 1 and 11 of said Glenwood Park Addition which lie Northwesterly of the Northwesterly line of Primary State Highway No. 11 as conveyed to the State of Washington by deed dated March 23, 1942, and recorded at page 247 in Book 499 of Deeds, records of Spokane County, Washington; also that part of Tract 4 of said Glenwood Park Addition lying Northwesterly of the Northwesterly line of Primary State Highway No. 11 as condemned by the State of Washington; also that part of Tract 5 of said Glenwood Park Addition lying Northwesterly of the Northwesterly line of Primary State Highway No. 11 as conveyed to the State of Washington by deed dated March 24, 1942, and recorded at page 472 of Book 498 of Deeds, records of Spokane County, Washington; also that part of Tract 6 of said Glenwood Park Addition which lies Northwesterly of the Northwesterly line of Primary State Highway No. 11; also that part of Tract 7 of said Glenwood Park Addition which lies Northwesterly of the Northwesterly line of Primary State Highway No. 11 as conveyed to the State of Washington by deed dated July 29, 1942, and recorded at page 328 of Book 501 of Deeds, records of Spokane County, Washington; and also that part of Tract 10 of said Glenwood Park Addition lying Northwesterly of the Northwesterly line of Primary State Highway No. 11; all in said Section 33.
- (12) That part of the South half (S $\frac{1}{2}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of said Section 33 which lies Northwesterly of the Northwesterly line of Primary State Highway No. 11 as conveyed by deed dated June 26, 1942, and recorded at page 415 in Book 499 of Deeds, records of Spokane County, Washington;

- (13) The South half ( $S\frac{1}{2}$ ) of the Southwest quarter ( $SW\frac{1}{4}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) of the Northwest quarter ( $NW\frac{1}{4}$ ), the North half ( $N\frac{1}{2}$ ) of the South half ( $S\frac{1}{2}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) of the Northwest quarter ( $NW\frac{1}{4}$ ), the North half ( $N\frac{1}{2}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) of the Northwest quarter ( $NW\frac{1}{4}$ ), the Northeast quarter ( $NE\frac{1}{4}$ ) of the Northwest quarter ( $NW\frac{1}{4}$ ), and that part of the Northeast quarter ( $NE\frac{1}{4}$ ) lying Northwesterly of the Northwesterly line of Primary State Highway No. 11, all in said Section 33;
- (14) That part of the East half ( $E\frac{1}{2}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) lying Northwesterly of the Northwesterly line of Primary State Highway No. 11 as conveyed to the State of Washington by deed recorded at page 180 in Book 500 of Deeds, records of Spokane County, Washington; also that part of the West half ( $W\frac{1}{2}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) lying Northwesterly of the Northwesterly line of Primary State Highway No. 11 as conveyed to the State of Washington by deed dated March 28, 1942, and recorded at page 476 in Book 498 of Deeds, records of Spokane County, Washington; also the West half ( $W\frac{1}{2}$ ); also the North half ( $N\frac{1}{2}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ); also the Southwest quarter ( $SW\frac{1}{4}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ); also the Northeast quarter ( $NE\frac{1}{4}$ ) except the North sixty-three (63) feet thereof; and also the West half ( $W\frac{1}{2}$ ) subject, as to the North half ( $N\frac{1}{2}$ ) thereof, to existing easements for public roads and highways, public utilities, for railroads and for pipe lines, all in said Section 28;
- (15) The West three hundred thirty (330) feet of Government Lot 5 in said Section 5;
- (16) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of West Highlands as per plat thereof recorded on page 46 in Book E of Plats in the office of the County Recorder, Spokane County, Washington; also Government Lots 1, 2 and 9 and that part of Government Lot 12 lying North of the right-of-way of the Washington Water Power Company; and also Lot 1 of Hayford as per plat thereof recorded on page 58 in Book E of Plats in the office of the County Recorder, Spokane County, Washington, all in said Section 6.

Together with perpetual easements for a sewer right-of-way over the following described property:

TRACT ND-7-1

Beginning at a point on the East right-of-way line of the Garden Springs County Road and the west boundary of the City of Spokane Park Property in Section 26, Township 25 North, Range 42 East Willamette Meridian, Spokane County, Washington, which point is 1324.03 feet south and 1658.02 feet west of the one-quarter ( $\frac{1}{4}$ ) corner between sections 23 and 26, above township and range, and at center line station 176+24.2 of the Government Trunk Sewer Pipe Line; thence continuing on the said center line over and across said City of Spokane Park Property in a northeasterly direction to an intersection with the west boundary of the city limits at center line station 198+52.2, said point of intersection being south 5.6 feet from the one-quarter ( $\frac{1}{4}$ ) corner between said sections 23 and 26, and at the intersection of "H" Street and 14th Avenue; thence continuing within the city limits over and across 14th Avenue to the intersection of Woodland Boulevard; thence easterly along the southerly side of Woodland Boulevard partly therein and partly in City Park Property and south of the center line of the proposed relocation of Woodland Boulevard to the intersection of Woodland Boulevard and 13th Avenue at center line station 224+28.0 equals station 225+30.0; thence southeasterly to the southerly boundary of 13th Avenue; thence over and across Tract "B" of said City Park Property to the westerly line of "A" Street; thence over and across "A" Street at approximately center line station 229+64.3; thence over and across Block 10 of Woodland Addition and thence reentering 13th Avenue at the intersection of the south line of said 13th



Avenue with the southwesterly railroad right-of-way line of the Spokane, Portland, and Seattle Railway Company; thence continuing down 13th Avenue to an intersection with Lindeke Street at center line station 236+94.1; thence continuing northerly along Lindeke Street to an intersection with Hartson Avenue at center line station 256+05.9; thence northwesterly over and across Hartson Avenue to the southerly boundary of City of Spokane Park Property; thence northwesterly over and across said park property to the westerly boundary thereof and the intersection of "A" Street and 4th Avenue at center line station 267+75.9 equals station 268+21.6; thence north on "A" Street and under the Marne Bridge and Latah Creek to the intersection with Pacific Avenue at center line station 277+89.1; thence westerly on Pacific Avenue to the intersection with Audubon Street at center line station 281+89.1; thence north on Audubon Street to the intersection with First Avenue at center line station 285+07; thence west on First Avenue to the intersection with "C" Street at center line station 288+54.1; thence north on "C" Street to the intersection with Sprague Avenue at center line station 291+86.7; thence northwesterly in "C" Street to the northerly boundary thereof and the intersection with the south line of section 14, township 25 north, range 42 east, Willamette Meridian, Spokane County, Washington; and the south boundary of City of Spokane Park Property and a tract of land hereinafter described and designated as Treatment and Disposal Plant Area; said Trunk Sewer Pipe Line terminating within the above mentioned tract at the Sewage Treatment and Disposal Plant;

Also a right-of-way for a Sanitary Outfall Sewer Pipe Line extending from the northerly boundary of the said Treatment Plant Area to the Spokane River at a point approximately 600 feet north of the intersection of "C" Street and Sprague Avenue;

The Sewage Treatment and Disposal Plant Area, above mentioned, is more specifically described as follows:-

Beginning at the northeast corner of Lot 10, Block 1, West Grove Addition, said point being on the south line of said Section 14; thence westerly along the north line of said lot and the south line of said section to the northwest corner of said lot; thence north 61.45 feet; thence west 90 feet; thence north 342.8 feet; thence east to Spokane River; thence southeasterly and up stream along the Spokane River to an intersection with the south line of said Section 14; thence westerly along the south line of said Section 14 to the point of beginning;

TRACT ND-7-7A

A parcel of land situated in the northwest quarter of Section 26, Township 25 North, Range 42 East of the Willamette Meridian, in Spokane County, Washington. Said parcel of land consists of 2 strips of land which are 10 feet in width and are more particularly described as follows:

Commencing at the quarter section corner common to Sections 26 and 27, Township 25 North, Range 42 East of Willamette Meridian; thence north  $01^{\circ} 25' 30''$  east 945.94 feet on the west line of the northwest quarter of said Section 26 to the point of beginning; thence north  $01^{\circ} 25' 30''$  east 13.66 feet on said west line; thence north  $48^{\circ} 26' 30''$  east 428.88 feet to a point of intersection with the east line of Block 9 in Garden Springs Addition; thence crossing Fourteenth Street in said Addition, north  $48^{\circ} 26' 30''$  east 80.29 feet to a point of intersection with the west line of Block 8 of said Addition; thence north  $48^{\circ} 26' 30''$  east 26.64 feet to a point of intersection with the north line of said Block 8, which is south  $89^{\circ} 49' 20''$  east 19.92 feet from the northwest corner of said Block 8; thence south  $89^{\circ} 49' 20''$  east 15.02 feet on the north line of said Block 8, thence south  $48^{\circ} 26' 30''$  west 46.76 feet to a point of intersection with the west line of said Block 8; thence crossing said Fourteenth Street, south  $48^{\circ} 26' 30''$  west 80.29 feet to a point of intersection with the east line of said Block 9; thence south  $48^{\circ} 26' 30''$  west 429.30 feet to the point of beginning;



A parcel of land situated in the north half of the southwest quarter of Section 27, Township 25 North, Range 42 East of the Willamette Meridian. Said parcel of land consists of three tracts of land, mostly 10 feet in width, which are more particularly described as follows:

Commencing at the quarter section corner common to Sections 27 and 28, Township 25 North, Range 42 East, Willamette Meridian; thence south  $0^{\circ} 48' 40''$  west 358.52 feet on the west line of said Section 27 to the northerly boundary and point of beginning of tract No. 1 of said parcel of land; thence north  $73^{\circ} 50' 10''$  east 979.32 feet to a point of intersection with the westerly right-of-way line of a county road; thence southeasterly 11.27 feet on said right-of-way line, a curve line to the left having a radius of 60 feet, the long chord of said curve line bears south  $43^{\circ} 21'$  east 11.26 feet; thence south  $73^{\circ} 50' 10''$  west 987.54 feet to a point of intersection with the west line of said Section 27; thence north  $0^{\circ} 48' 40''$  east 10.46 feet to the point of beginning. Also commencing at said quarter section corner; thence south  $89^{\circ} 46' 20''$  east 970.09 feet; thence south  $0^{\circ} 13' 40''$  west 72.09 feet to the northerly boundary and point of beginning of tract No. 2 of said parcel of land; thence north  $73^{\circ} 50' 10''$  east 75.68 feet on said north boundary to a point of intersection with the westerly right-of-way line of said county road; thence southwesterly 13.20 feet on said right-of-way line, a curve line to the right having a radius of 30 feet, the long chord of said curve bears south  $23^{\circ} 56'$  west 13.09 feet; thence south  $73^{\circ} 50' 10''$  west 43.29 feet; thence north  $89^{\circ} 46' 20''$  west 12.63 feet on the northerly right-of-way line of said county road; thence westerly 13.34 feet on said right-of-way line, a curve line to the right having a radius of 30 feet, the long chord of said curve bears north  $77^{\circ} 02'$  west 13.23 feet to the point of beginning. Also commencing at said quarter section corner; thence south  $89^{\circ} 46' 20''$  east 1069.17 feet; thence south  $0^{\circ} 13' 40''$  west 66.09 feet to the northerly boundary and point of beginning of tract No. 3 of said parcel of land; thence south  $57^{\circ} 02' 10''$  east 104.92 feet on said northerly boundary to the westerly right-of-way line of the (Walton) county road; thence south  $57^{\circ} 02' 10''$  east 60.17 feet to the easterly right-of-way line of said road; thence south  $57^{\circ} 02' 10''$  east 383.41 feet; thence north  $86^{\circ} 27' 50''$  east 426.80 feet; thence north  $82^{\circ} 27' 20''$  east 5.68 feet to a point of intersection with the east property line of the lands of Walter Wilton, which is south  $01^{\circ} 33' 40''$  east 335.37 feet from the northeast property corner of said lands; thence south  $01^{\circ} 33' 40''$  east 10.06 feet on said east property line; thence south  $82^{\circ} 27' 20''$  west 4.98 feet on the southerly boundary of said parcel of land; thence south  $86^{\circ} 27' 50''$  west 430.44 feet; thence north  $57^{\circ} 02' 10''$  west 385.97 feet to the easterly right-of-way line of said road; thence north  $57^{\circ} 02' 10''$  west 60.17 feet to the westerly right-of-way line of said road; thence north  $57^{\circ} 02' 10''$  west 104.37 feet to the southeasterly right-of-way line of the county road; thence northeasterly 10.09 feet on said right-of-way line, a curve line to the left having a radius of 60 feet, the long chord of said curve bears north  $25^{\circ} 33'$  east 10.08 feet to the point of beginning;

## TRACT ND-7-16

A parcel of land situated in the southwest quarter of Section 27, Township 25 North, Range 42 East of the Willamette Meridian, in Spokane County, Washington. Said parcel of land is a strip of land 10 feet in width and is more particularly described as follows:

Commencing at the quarter section corner at the center of Section 27, Township 25 North, Range 42 East, Willamette Meridian; thence south  $0^{\circ} 23' 20''$  east 282.41 feet on the east line of the southwest quarter of said Section 27 to the northerly boundary and point of beginning of said parcel of land; thence south  $0^{\circ} 23' 20''$  east 10.89 feet; thence south  $74^{\circ} 56' 40''$  west 183.39 feet; thence north  $59^{\circ} 54' 10''$  west 102.00 feet; thence south  $82^{\circ} 27' 20''$  west 392.90 feet to a point of intersection with the west property line of the lands of Domenico Peirone; thence north  $01^{\circ} 33' 40''$  west 10.06 feet on said property line; thence north  $82^{\circ} 27' 20''$  east 395.26 feet; thence south  $59^{\circ} 54' 10''$  east 101.24 feet; thence north  $74^{\circ} 56' 40''$  east 179.29 feet; thence north  $63^{\circ} 34' 30''$  east 2.74 feet to the point of beginning;

A parcel of land situated in the southeast quarter of Section 27, Township 25 North, Range 42 East of the Willamette Meridian, Said parcel of land is a strip of land 10 feet in width and is more particularly described as follows:

Commencing at the quarter section corner at the center of Section 27, Township 25 North, Range 42 East of Willamette Meridian; thence south  $0^{\circ} 23' 20''$  east 282.41 feet on the west line of the southeast quarter of said Section 27 to the northerly boundary and point of beginning of said parcel of land; thence north  $63^{\circ} 34' 30''$  east 628.90 feet to a point of intersection with the north property line of the lands of John Aragone; thence south  $89^{\circ} 45' 30''$  east 22.28 feet on said north property line; thence south  $63^{\circ} 34' 30''$  west 652.86 feet; thence south  $74^{\circ} 56' 40''$  west 1.06 feet to a point of intersection with the west line of the southeast quarter of said Section 27; thence north  $0^{\circ} 23' 20''$  west 10.89 feet to the point of beginning;

TRACT ND-7-18

A parcel of land situated in the northeast quarter of Section 27, Township 25 North, Range 42 East of the Willamette Meridian; Said parcel of land consists of three strips of land, mostly 10 feet in width, which are more particularly described as follows:

Commencing at the quarter section corner at the center of Section 27, Township 25 North, Range 42 East of Willamette Meridian; thence south  $89^{\circ} 45' 30''$  east 565.39 feet on the south line of the northeast quarter of said Section 27 to the northerly boundary and point of beginning of said parcel of land; thence north  $63^{\circ} 34' 30''$  east 20.60 feet; thence north  $44^{\circ} 48' 40''$  east 506.50 feet; thence north  $76^{\circ} 13' 40''$  east 522.78 feet; thence south  $73^{\circ} 02' 30''$  east 435.92 feet; thence south  $73^{\circ} 02' 00''$  east 56.52 feet; thence north  $36^{\circ} 36' 40''$  east 52.98 feet to a point of intersection with the east property line of the lands of A. B. Hoyt; thence south  $00^{\circ} 25' 40''$  west 16.94 feet on said east property line; thence south  $36^{\circ} 36' 40''$  west 33.38 feet to a point of intersection with the south property line of the lands of A. B. Hoyt; thence north  $89^{\circ} 39' 20''$  west 42.70 feet on said south property line; thence north  $73^{\circ} 02' 00''$  west 27.01 feet; thence north  $73^{\circ} 02' 30''$  west 433.18 feet; thence south  $76^{\circ} 13' 40''$  west 517.22 feet; thence south  $44^{\circ} 48' 40''$  west 505.34 feet; thence south  $63^{\circ} 34' 30''$  west 2.34 feet to a point of intersection with the south line of the northeast quarter of said Section 27; thence north  $89^{\circ} 45' 30''$  west 22.28 feet to the point of beginning;

Also commencing at the east quarter section corner of said Section 27; thence north  $01^{\circ} 25' 30''$  east 945.94 feet on the east line of the northeast quarter of said Section 27 to the point of beginning; thence south  $48^{\circ} 26' 30''$  west 377.67 feet; thence south  $57^{\circ} 09' 30''$  west 18.06 feet to a point of intersection with the most northerly south property line of the lands of A. B. Hoyt; thence north  $89^{\circ} 46' 30''$  west 18.32 feet on said most northerly south property line; thence north  $57^{\circ} 09' 30''$  east 32.66 feet; thence north  $48^{\circ} 26' 30''$  east 386.23 feet to a point of intersection with the east line of the northeast quarter of said Section 27; thence south  $01^{\circ} 25' 30''$  west 13.66 feet to the point of beginning;

Also commencing at the east quarter section corner of said Section 27; thence north  $01^{\circ} 25' 30''$  east 945.94 feet on the east line of the northeast quarter of said Section 27; thence south  $48^{\circ} 26' 30''$  west 377.67 feet; thence south  $57^{\circ} 09' 30''$  west 52.43 feet to a point of intersection with the east property line of the lands of A. B. Hoyt and the point of beginning; thence south  $57^{\circ} 09' 30''$  west 129.52 feet to a point of intersection with the south property line of said lands; thence north  $89^{\circ} 46' 40''$  west 18.32 feet on said south property line; thence north  $57^{\circ} 09' 30''$  east 161.74 feet to a point of intersection with said east property line; thence south  $26^{\circ} 28' 50''$  west 19.60 feet to the point of beginning;

A parcel of land situated in the northeast quarter of Section 27, Township 25 North, Range 42 East of the Willamette Meridian. Said parcel of land is a strip of land 10 feet in width and a triangular tract of land, which are more particularly described as follows:

Commencing at the quarter section corner common to Sections 26 and 27, Township 25 North, Range 42 East, Willamette Meridian; thence north  $01^{\circ} 25' 30''$  east 945.94 feet on the east line of the northeast quarter of said Section 27; thence south  $48^{\circ} 26' 30''$  west 377.67 feet; thence south  $57^{\circ} 09' 30''$  west 181.95 feet to a point of intersection with the most northerly north property line of the lands of Joe, Edythe and Paul Lavagetto and the point of beginning of said strip of land; thence south  $57^{\circ} 09' 30''$  west 101.91 feet; thence south  $36^{\circ} 36' 40''$  west 196.27 feet to a point of intersection with the most easterly west property line of said lands; thence north  $0^{\circ} 25' 40''$  east 16.94 feet on said west property line; thence north  $36^{\circ} 36' 40''$  east 184.41 feet; thence north  $57^{\circ} 09' 30''$  east 88.37 feet to a point of intersection with said north property line which is south  $89^{\circ} 46' 40''$  east 182.76 feet from the most northerly northwest property corner of said lands; thence south  $89^{\circ} 46' 40''$  east 18.32 feet to said point of beginning;

Also, commencing at the point of beginning of said strip of land; thence south  $57^{\circ} 09' 30''$  west 101.91 feet; thence south  $36^{\circ} 36' 40''$  west 229.65 feet to a point of intersection with the north property line of said lands and the point of beginning of said triangular tract of land; thence south  $36^{\circ} 36' 40''$  west 12.97 feet; thence north  $73^{\circ} 02' 00''$  west 36.55 feet to a point of intersection with said north property line; thence south  $89^{\circ} 39' 20''$  east 42.70 feet to the point of beginning;

## TRACT ND-7-20

A parcel of land situated in the northeast quarter of Section 27, Township 25 North, Range 42 East of the Willamette Meridian. Said parcel of land is a strip of land 10 feet in width and is more particularly described as follows:

Commencing at the quarter section corner common to Sections 26 and 27, Township 25 North, Range 42 East, Willamette Meridian; thence north  $01^{\circ} 25' 30''$  east 945.94 feet on the east line of the northeast quarter of said Section 27; thence south  $48^{\circ} 26' 30''$  west 377.67 feet; thence south  $57^{\circ} 09' 30''$  west 18.06 feet to a point of intersection with the north property line of the lands of Joe Lavagetto and the point of beginning of said parcel of land; thence south  $57^{\circ} 09' 30''$  west 34.37 feet to a point of intersection with the west property line of the lands of Joe Lavagetto; thence north  $26^{\circ} 28' 50''$  east 19.60 feet on said west property line; thence north  $57^{\circ} 09' 30''$  east 2.51 feet to a point of intersection with said north property line; thence south  $89^{\circ} 46' 30''$  east 18.32 feet to the point of beginning of said parcel of land;

being a part of the same property acquired by the United States of America under Declarations of Taking filed January 20, 1942, Civil No. 242; June 10, 1942, Civil No. 254; June 26, 1942, Civil No. 273; September 4, 1942, Civil No. 254; April 20, 1943, Civil No. 339; April 22, 1943, Civil No. 300; and September 2, 1943, Civil No. 328, all in the District Court of the United States for the Eastern District of Washington, Northern Division; and by purchase from various owners under deeds of record in the office of the County Auditor of Spokane County, State of Washington. The above described premises are transferred subject to the following:

- (a) Existing easements recorded and unrecorded for roads, highways,

public utilities, railways and pipelines;

(b) Easement dated May 6, 1944 for a right-of-way one hundred and seventy-five (175) feet wide for the construction, operation, and maintenance of electric power distribution lines and facilities granted by the Secretary of War to The Washington Water Power Company;

(c) Perpetual easement hereby reserved in favor of the United States of America and its assigns, for the operation, patrol, maintenance, repair and removal of a water pipe line over, under and across a parcel of land thirty (30) feet in width being fifteen (15) feet on each side of the following described centerline:

Beginning at a point on the East-West centerline of Section 29, Township 25 North, Range 42 East of the Willamette Meridian, Spokane County, Washington, 640 feet West of the East quarter corner of said Section 29; thence South 20 feet from which point a line bears South 50 feet to the North boundary of Reservoir area; thence from said point 20 feet South of point of beginning, West, parallel to and 20 feet South of the East-West centerline of said Section 29, 4,631.8 feet to an angle; thence South 88° 23' West, 1,319.6 feet, 20 feet South of and parallel to the East-West centerline of Section 30, to the West line of the Northeast quarter of the Southeast quarter of said Section 30;

(d) All of the conditions, restrictions and reservations contained in the Declarations of Taking and deeds whereby the United States of America acquired title to the property conveyed.

Together with buildings, structures, improvements and equipment described as follows:

T-1	Bachelor Officers Quarters (2 story)	30' x 130'
T-2	Officers Mess	25' x 140'
		40' x 122'
		25' x 42'
T-3	Bachelor Officers Quarters	30' x 130'
T-4	Bachelor Officers Quarters	29' x 136'
T-5	Bachelor Officers Quarters	30' x 130'
T-6	Gymnasium	40' x 80'
T-6A	Swimming Pool	52' x 92'
T-6B	Pumphouse & Filter Beds (for swimming Pool)	14' x 42'
T-7	Motor Repair Shop	37' x 84'
T-8	Barracks (63 Man)	30' x 80'
T-9	Barracks (B-63)	30' x 80'
T-10	Supply & Day Room	25' x 73'
		25' x 51'
T-11	Warehouse	153' x 60'
T-12	Motor Repair Shop	37' x 84'
T-13	Storehouse (Lumber)	25' x 60'
T-13A	Cement Storage Shed	10' x 12'
T-14	Utilities Shop	25' x 129'
T-15	Warehouse	60' x 153'
T-16	Storehouse	25' x 51'
T-17	Administration Building	25' x 110'
T-18	Barracks (63-Man)	30' x 80'
T-19	Warehouse	60' x 153'
T-20	Barracks (63-Man)	30' x 80'
T-21	Utilities Shop	25' x 129'

T-22	Fire Station	25' x 60'
		9' x 21'
T-23	Storehouse	25' x 108'
T-24	Mess Hall	40' x 108'
T-25	Barracks (63-Man)	30' x 80'
T-26	Storehouse	25' x 100'
T-27	Paint Shop	25' x 54'
T-28	Administration Building	25' x 70'
		25' x 40'
T-29	Paint Storage	14' x 16'
T-31	Motor Repair Shop	76' x 120'
		30' x 90'
T-31B	Storehouse	6' x 12'
T-31C	Storehouse	12' x 18'
T-32	Oil Storage	14' x 32'
T-33	Gas Station	10'6" x 15'
	13,850 Gal	
T-34	Oil Storage Shed	12' x 48'
T-35	Storehouse	31' x 127'
T-36	Storehouse	26' x 60'
T-50	Electric Substation (fenced enclosure)	50' x 50'
T-51	Officers Quarters (40 Men)	30' x 130'
T-52	Officers Club & Quarters	37' x 120'
		40' x 68'
		44' x 47'
		30' x 130'
T-54	Officers Quarters	30' x 130'
T-55	Administration Building	25' x 108'
T-56	Barracks (63-Man)	30' x 80'
T-57	Barracks (63-Man)	30' x 80'
T-58	Barracks (63-Man)	30' x 80'
T-59	Barracks (63-Man)	30' x 80'
T-60	Supply & Administration	25' x 51'
T-61	Supply	25' x 51'
T-62	Barracks (63-Man)	30' x 80'
T-63	Barracks (63-Man)	30' x 80'
T-64	Barracks (63-Man)	30' x 80'
T-65	Barracks (63-Man)	30' x 80'
T-101	Post Exchange	37' x 150'
T-102	Recreation Building	38' x 99'
T-103	Theater	37' x 99'
T-104	Administration Building	25' x 73'
T-104A	Administration Building	20' x 71'
T-105	Administration Building	25' x 73'
T-106	Mess Hall (1,000) Men	2-32' x 30'
		32' x 74'
		28' x 38'
		20' x 27'
T-107	Water Tower (500,000 gal)	90' x 48' Dia
T-108	Supply & Administration	25' x 73'
T-108A	Administration Building	20' x 71'
T-109	Day Room	25' x 73'
T-110	Photo Lab	25' x 73'
		12' x 15'
T-151	Radio Repair Shop	25' x 108'
T-152	Administration Building	2-25' x 108'
		15' x 15'
		34' x 40'
T-154	Dispensary	25' x 111'
T-155	Dispensary	24' x 110'
		4' x 21'
T-156	Supply	25' x 108'
T-158	Barracks (63-Man)	30' x 80'
T-159	Barracks (63-Man)	30' x 80'
T-160	Barracks (63-Man)	30' x 80'
T-161	Barracks (63-Man)	30' x 80'
T-162	Supply	25' x 51'
T-163	Supply	25' x 51'
T-164	Barracks	30' x 80'
T-165	Barracks	30' x 80'
<del>T-166</del>	<del>Celestial Navigation Training</del>	<del>26'10" dia. w/10'</del>
		<del>lean-to on 2 sides</del>
<del>T-167</del>	<del>Celestial Navigation Training</del>	<del>26'10" dia. w/10'</del>
		<del>lean-to on 2 sides</del>

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OK RUB	<del>T-167A</del>	<del>Administration</del>	<del>10' x 40'</del>
	<del>T-168</del>	<del>Celestial Navigation Training</del>	<del>26'10" Dia. w/10'</del>
	<del>T-169</del>	<del>Celestial Navigation Training</del>	<del>lean-to on 2 sides 26'10" dia. w/10'</del>
	T-201	Barracks (63-Man)	30' x 80'
	T-202	Recreation & Supply	25' x 73'
			25' x 51'
	T-206	Barracks	30' x 80'
	T-207	Barracks	30' x 80'
	T-208	Administration Building	25' x 72'
	T-210	Barracks	30' x 80'
	T-211	Barracks	30' x 80'
	T-212	Barracks	30' x 80'
	T-213	Barracks	30' x 80'
	T-214	Dispensary	25' x 72'
	T-216	Barracks (63-Man)	30' x 80'
	T-217	Barracks (63-Man)	30' x 80'
	T-220	Barracks (63-Man)	30' x 80'
	T-221	Barracks (63-Man)	30' x 80'
	T-250	Bus Station	12' x 80'
	T-251	Administration Building	25' x 108'
	T-252	Recreation & Supply	25' x 73'
			25' x 51'
	T-256	Mess Hall	25' x 114'
	T-257	Mess Hall	25' x 93'
	T-258	Recreation & Supply	25' x 73'
			25' x 51'
	T-259	Recreation & Supply	25' x 73'
			25' x 51'
	T-262	Mess Hall	25' x 105'
	T-263	Mess Hall	25' x 114'
	T-264	Recreation & Supply	25' x 73'
			25' x 51'
	T-265	Recreation & Supply	25' x 73'
			25' x 51'
	T-268	Mess Hall	25' x 105'
	T-269	Mess Hall	25' x 105'
	T-301	Barracks	30' x 80'
	T-302	Barracks	30' x 80'
	T-306	Barracks	30' x 80'
	T-307	Barracks	30' x 80'
	T-310	Barracks	30' x 80'
	T-311	Barracks	30' x 80'
	T-314	Barracks	30' x 80'
	T-315	Barracks	30' x 80'
	T-316	Barracks	30' x 80'
	T-317	Barracks	30' x 80'
	T-318	Barracks	30' x 80'
	T-319	Barracks	30' x 80'
	T-320	Mess Hall	25' x 94'
	T-321	Administration Building	25' x 72'
	T-351	Officers Quarters	30' x 136'
	T-352	Officers Quarters	30' x 136'
	T-353	Dental Clinic	25' x 70'
			18' x 25'
	T-354	Officers Quarters	30' x 136'
	T-359	Administration Building	25' x 72'
	T-362	School	20' x 64'
	T-365	Barracks	30' x 80'
	T-366	Barracks	30' x 80'
	T-367	Barracks	30' x 80'
	T-368	Barracks	30' x 80'
	T-369	Barracks	25' x 70'
	T-370	Supply	25' x 50'
	T-401	Officers Quarters	30' x 136'
	T-402	Officers Quarters	30' x 136'
	T-403	N. C. O. Club	32' x 85'
			32' x 58'
			15' x 27'
	T-404	Mess Hall	25' x 4'
	T-405	Barracks	30' x 80'
	T-406	Day Room	25' x 50'

T-407	Barracks	30' x 80'
T-408	Supply	25' x 50'
T-409	School	20' x 100'
T-410	Barracks	30' x 80'
T-411	Administration Building	25' x 110'
		25' x 70'
		25' x 40'
		25' x 60'
T-412	Mess Hall	40' x 108'
T-451	Theater	56' x 121'
		22' x 41'
T-452	Dispensary	17' x 22'
		25' x 111'
T-453	Post Exchange	50' x 144'
T-455	Mess Hall	25' x 94'
T-456	Barracks	30' x 80'
T-457	Day Room	25' x 50'
T-458	Barracks	30' x 80'
T-459	Supply	25' x 50'
T-460	Barracks	30' x 90'
T-461	Barracks	30' x 90'
T-462	Barracks	30' x 90'
T-463	Barracks	30' x 90'
T-464	Supply	25' x 50'
T-465	Barracks	30' x 90'
T-467	Day Room	25' x 70'
T-501	Barracks	30' x 80'
T-502	Barracks	30' x 80'
T-503	Administration Building	25' x 50'
T-504	Day Room	25' x 50'
T-505	Supply	25' x 50'
T-506	Supply	25' x 50'
T-507	Barracks	30' x 80'
T-508	Supply	25' x 50'
T-509	Administration Building	25' x 70'
T-510	Mess Hall	20' x 108'
T-511	Barracks	30' x 80'
T-512	Barracks	30' x 90'
T-513	Barracks	30' x 90'
T-514	Barracks	30' x 90'
T-515	Mess Hall	40' x 108'
T-517	Administration Building	25' x 70'
T-551	Mess Hall	25' x 118'
T-552	Day Room	25' x 70'
T-554	Supply	25' x 50'
T-555	Barracks	30' x 80'
T-556	Barracks	30' x 80'
T-557	Barracks	30' x 90'
T-558	Barracks	30' x 90'
T-559	Barracks	30' x 90'
T-560	Barracks	30' x 90'
T-562	Administration Building	25' x 70'
T-563	Day Room	25' x 70'
T-565	Supply	25' x 50'
T-601	Barracks	30' x 80'
T-602	Day Room	25' x 70'
T-604	Supply	25' x 50'
T-605	Mess Hall	40' x 108'
T-606	Administration Building	25' x 70'
T-607	Barracks	30' x 80'
T-608	Barracks	30' x 90'
T-609	Administration Building	25' x 70'
T-652	Barracks	30' x 80'
T-653	Barracks	30' x 80'
T-654	Barracks	30' x 80'
T-655	Barracks	30' x 80'
T-656	Storehouse	25' x 40'
T-657	Mess Hall	25' x 118'
T-711	Administration Building	25'4" x 72'2"
T-715	Operations Building	25'4" x 72'2"
T-716	Airlines Lunch Room	12' x 19'
		24' x 50'
T-717	Administration Building	25'4" x 108'2"



T-719	Administration Building	25'4" x 108'2"
T-720	Guard House	25'4" x 32'2"
T-721	Generator House	8' x 14'
T-722	Crash Fire Station	25' x 35'
		13' x 38'
T-723	Night Lighting System	14' x 30'
	Control House	
T-724	Control Tower	19' Side
		100' Hi
T-725	Hangar	202' x 203'
T-726	Boiler House	24' x 30'
T-730	Bombsight Trainer Building	61' x 100'
T-731	Administration Building	25' x 108'
T-732	Link Trainer Building	25' x 108'
T-733	Administration Building	25' x 72'
T-734	Administration Building	25' x 108'
T-735	Administration Building	25' x 72'
T-736	Bombsight Storage	24' x 41'
T-741	Administration Building	25' x 105'
T-740	School	3-20' x 100'
T-742	Administration Building	25' x 70'
T-743	Administration Building	25' x 70'
T-744	School	25' x 80'
T-745	Hangar	80' x 120'
		16' x 77'
T-745A	Storage Shed	8' x 8'
T-746	Day Room	25' x 70'
T-747	Administration Building	25' x 70'
T-747A	Locker Room	16' x 16'
T-747B	Locker Room	16' x 16'
T-747C	Locker Room	16' x 16'
T-747D	Locker Room	16' x 16'
T-748	Administration Building	20' x 72'
T-749	Administration Building	20' x 72'
T-750	Hangar	80' x 120'
		16' x 78'
T-751	Administration Building	25' x 70'
T-752	Administration Building	20' x 72'
T-755	Hangar	80' x 120'
		16' x 78'
T-756	Sales Commissary	25' x 105'
T-757	School	24' x 120'
T-760	Hangar	80' x 120'
		16' x 78'
T-761	Administration Building	25' x 70'
T-763	Fire Station	20' x 88'
T-765	Administration	20' x 50'
T-766	Storehouse	16' x 94'
T-1047	Oil Storage	14' x 16'
T-1052	Oil Storage	14' x 16'
T-1057	Oil Storage	14' x 17'
T-1046	Grease Rack	9' x 112'
T-1050	Wash Rack	25' x 60'
T-1051	Grease Rack	9' x 112'
T-1055	Wash Rack	25' x 50'
T-1056	Grease Rack	9' x 112'
T-1071	Motor Repair Shop	32' x 96'
T-1072	Motor Repair Shop	32' x 88'
T-1075	Motor Repair Shop	32' x 96'
T-1076	Motor Repair Shop	32' x 88'
T-1079	Motor Repair Shop	32' x 96'
T-1080	Motor Repair Shop	32' x 88'
T-1084	Gas Station	12' x 16'
	22,000 Gal	
T-1091	School	20' x 100'
T-1092	School	20' x 100'
T-1093	School	20' x 100'
T-1094	School	20' x 100'
T-1100	N.C.O. Quarters	14' x 26'
	(Farm Residence)	6' x 15'
		6' x 15'
		13' x 20'
T-1101	Motor Repair Shop	32' x 96'
T-1102	Oil Storage	14' x 16'

T-1103	Wash Rack	25' x 60'
T-1104	Grease Rack	9' x 112'
T-1108	Lavatory	20' x 96'
T-1109	School	20' x 100'
T-1110	School	20' x 100'
T-1111	School	20' x 100'
T-1112	School	20' x 100'
T-1113	School	20' x 100'
T-1114	School	20' x 100'
T-1115	School	20' x 100'
T-1116	Motor Repair Shop	32' x 64'
T-1117	Motor Repair Shop	32' x 96'
T-1117A	Storehouse	10' x 15'
T-1119	Storehouse	20' x 82'
T-1120	Storehouse	20' x 100'
T-1121	Barracks	20' x 100'
T-1122	Barracks	20' x 100'
T-1123	Barracks	20' x 100'
T-1124	Recreation	20' x 100'
		10' x 20'
T-1125	Officers Quarters	20' x 100'
T-1126	Officers Quarters	20' x 100'
T-1127	Officers Quarters	20' x 100'
T-1128	Officers Quarters	20' x 100'
T-1129	School	20' x 72'
T-1130	School	20' x 72'
T-1131	School	20' x 48'
T-1131A	Storehouse	17' x 36'
T-1132	Administration Building	20' x 100'
T-1133	Day Room	20' x 100'
T-1134	Barracks	20' x 100'
T-1135	Supply	20' x 76'
T-1136	Lavatory	20' x 56'
T-1137	School	20' x 56'
T-1138	Lavatory	20' x 56'
T-1139	Barracks	20' x 100'
T-1140	Barracks	20' x 100'
T-1141	Infirmery	25' x 90'
T-1142	Officers Quarters	20' x 100'
T-1143	Mess Hall	2-20' x 100'
		30' x 50'
		12' x 33'
		20' x 72'
T-1145	School	20' x 100'
T-1146	School	20' x 100'
T-1147	School	20' x 100'
T-1148	Carpenter Shop	20' x 100'
T-1149	Administration Building	20' x 100'
T-1150	Barracks	20' x 100'
T-1151	Barracks	20' x 100'
T-1152	Mess Hall	12' x 20'
		40' x 160'
T-1153	Supply	20' x 100'
T-1154	Administration Building	20' x 100'
T-1155	Day Room	20' x 100'
T-1156	Supply	20' x 100'
T-1157	Administration Building	20' x 100'
T-1158	Supply	20' x 100'
T-1159	Day Room	20' x 100'
T-1160	Administration Building	20' x 100'
T-1161	Administration Building	20' x 100'
T-1162	Supply	20' x 100'
T-1163	Day Room	20' x 100'
T-1164	Day Room	20' x 100'
T-1165	Day Room	20' x 84'
T-1166	Barracks	20' x 100'
T-1167	Barracks	20' x 100'
T-1168	Lavatory	20' x 56'
T-1169	Barracks	20' x 100'
T-1170	Lavatory	20' x 48'
T-1171	Barracks	20' x 100'
T-1172	Barracks	20' x 100'
T-1173	Infirmery	20' x 92'
T-1174	Gymnasium	88' x 112'
		12' x 49'
		16' x 22'

T-1176	Administration	20' x 100'
T-1177	Barracks	20' x 100'
T-1178	Barracks	20' x 100'
T-1179	Lavatory	20' x 48'
T-1180	Barracks	20' x 100'
T-1181	Barracks	20' x 100'
T-1182	Barracks	20' x 100'
T-1184	Mess Hall	2-20' x 100'
		20' x 55'
T-1185	Mess Hall	2-20' x 100'
		20' x 55'
T-1187	Barracks	20' x 100'
T-1188	Barracks	20' x 100'
T-1189	Infirmery	20' x 100'
T-1193	Barracks	20' x 100'
T-1194	Barracks	20' x 100'
T-1196	Mess Hall	20' x 100'
		20' x 50'
T-1197	Administrations Building	20' x 100'
T-1198	Barracks	20' x 100'
T-1199	Lavatory	20' x 48'
T-1200	Storehouse	20' x 100'
T-1201	Barracks	20' x 100'
T-1202	Lavatory	20' x 48'
T-1203	Barracks	20' x 100'
T-1204	Barracks	20' x 100'
T-1209	Barracks	20' x 100'
T-1210	Barracks	20' x 100'
T-1211	Lavatory	20' x 48'
T-1212	Barracks	20' x 100'
T-1213	Barracks	20' x 100'
T-1214	Barracks	20' x 100'
T-1215	Barracks	20' x 100'
T-1216	Barracks	20' x 100'
T-1217	Storehouse	20' x 100'
T-1218	Barracks	20' x 100'
T-1219	Barracks	20' x 100'
T-1220	Administration	20' x 100'
T-1221	Fire Station	12' x 44'
		17' x 47'
T-1224	Post Exchange	20' x 100'
T-1225	Supply	20' x 100'
T-1226	Barracks	20' x 100'
T-1227	Barracks	20' x 100'
T-1228	Storehouse	20' x 100'
T-1229	Administration	20' x 100'
T-1230	Barracks	20' x 100'
T-1231	Barracks	20' x 100'
T-1232	Storehouse	20' x 100'
T-1233	Storehouse	20' x 100'
T-1234	Barracks	20' x 100'
T-1235	Barracks	20' x 100'
T-1236	Administration Building	20' x 100'
T-1237	Barracks	20' x 100'
T-1240	Supply	20' x 100'
T-1241	Day Room	20' x 100'
T-1242	Barracks	20' x 100'
T-1243	Barracks	20' x 100'
T-1244	Post Exchange	20' x 100'
T-1245	Barracks	20' x 100'
T-1246	Barracks	20' x 100'
T-1247	Lavatory	20' x 48'
T-1247A	Storehouse	17' x 36'
T-1248	Barracks	20' x 100'
T-1249	Barracks	20' x 100'
T-1250	Lavatory	20' x 48'
T-1251	Barracks	20' x 100'
T-1252	Barracks	20' x 100'
T-1257	Barracks	20' x 100'
T-1258	Barracks	20' x 100'
T-1259	Lavatory	20' x 48'
T-1260	Supply	20' x 100'
T-1261	Administration	20' x 100'

T-1262	Barracks	20' x 100'
T-1264	Mess Hall	2-20' x 100'
		20' x 50'
T-1265	Mess Hall	2-20' x 100'
		20' x 50'
T-1267	Barracks	20' x 100'
T-1268	Barracks	20' x 100'
T-1273	Day Room	20' x 100'
T-1274	Day Room	20' x 100'
T-1276	Mess Hall	2-20' x 100'
		20' x 50'
T-1277	Barracks	20' x 100'
T-1278	Barracks	20' x 100'
T-1279	Lavatory	20' x 48'
T-1280	Barracks	20' x 100'
T-1281	Barracks	20' x 100'
T-1282	Lavatory	20' x 48'
T-1283	Barracks	20' x 100'
T-1284	Barracks	20' x 100'
T-1289	Barracks	20' x 100'
T-1290	Barracks	20' x 100'
T-1291	Lavatory	20' x 48'
T-1292	Barracks	20' x 100'
T-1293	Administration Building	20' x 100'
T-1294	Barracks	20' x 100'
T-1295	Barracks	20' x 100'
T-1296	Supply	20' x 100'
T-1297	Barracks	20' x 100'
T-1298	Barracks	20' x 100'
T-1299	Barracks	20' x 100'
T-1300	Administration Building	20' x 100'
T-1305	Barracks	20' x 100'
T-1306	Barracks	20' x 100'
T-1307	Supply	20' x 100'
T-1308	Storehouse	20' x 100'
T-1309	Service Club	71' x 173'
		17' x 59'
		2-10' x 70'
		11' x 17'
T-1310	Storehouse	6' x 12'
T-1315	Officers Quarters	2-20' x 164'
		20' x 80'
T-1316	Officer Quarters	2-20' x 164'
		20' x 80'
T-1317	School	2-20' x 120'
		20' x 112'
		20' x 152'
T-1318	Storehouse	18' x 20'
T-1320	School	20' x 148'
T-1325	Guard Tower	6' x 6'
T-1326	Guard Tower	6' x 6'
T-1327	Guard House	2-30' x 90'
T-1329	Administration Building	2-20' x 100'
T-1330	Officers Quarters	20' x 164'
		2-20' x 80'
T-1331	Officers Quarters	20' x 164'
		2-20' x 80'
T-1332	Officers Quarters	20' x 164'
		2-20' x 80'
T-1333	School	33' x 132'
		33' x 52'
		27' x 45'
		18' x 30'
T-1357	N.C.O. Quarters	20' x 28'
		7' x 24'
T-1358	Storehouse	16' x 20'
T-1377	Flagpole	51' high
T-1378	Base Headquarters	2-25' x 108'
		50' x 75'
		29' x 75'
T-1379	Administration Building	3-20' x 100'
		20' x 65'

T-1393	WAC Administration, Supply and Recreation	20' x 60'
T-1396	WAC Barracks	20' x 88'
		2-20' x 100'
T-1397	WAC Barracks	20' x 56'
		2-20' x 100'
T-1399	Recreation	20' x 56'
T-1411	Coal Crusher Building	15' x 29'
1403	Gold Storage Building	12' x 20'
T-1416	WAC Mess Hall	70' x 90'
T-1420	Oil Pumping Station	20' x 124'
T-1421	Boiler House	10' x 10'
T-1422	Fuel Oil Storage Tank & Pumphouse	12' x 14'
		8' x 8'
T-1423	Warehouse	60' x 150'
T-1424	Warehouse	60' x 150'
T-1425	Warehouse	60' x 150'
T-1426	Warehouse	60' x 150'
T-1427	Gold Storage & Meat Cutting Plant	45' x 75'
T-1429	Warehouse	50' x 193'
T-1431	Locomotive Shed	16' x 64'
T-1431A	Motor Pool Checking Sta.	6' x 6'
T-1432	Motor Pool Office	22' x 30'
		22' x 24'
		20' x 120'
T-1432A	Grease Rack	9' x 64'
T-1433	Wash Rack	25' x 60'
T-1434	School	20' x 40'
T-1437	Salvage Warehouse	50' x 108'
T-1438	Shoe Repair Shop	32' x 48'
T-1439	Administration Building	16' x 28'
T-1440	Salvage Shed	20' x 60'
T-1435	Storehouse	8' x 20'
T-1436	Salvage Shed	16' x 205'
T-1501	Administration Building	20' x 51'
T-1502	Hangar (Butler Type)	127' x 149'
T-1507	School	20' x 48'
T-1508	Administration Building	37' x 37'
T-1512	School	20' x 70'
T-1513	Storehouse	6' x 10'
T-1514	Storehouse	16' x 25'
T-1515	Administration Building	20' x 48'
T-1516	School	20' x 56'
T-1517	Administration Building	20' x 48'
T-1518	Storehouse	23' x 29'
T-1519	Storehouse	15' x 20'
T-1525	Equipment Repair Shop	75' x 100'
T-1526	Warehouse	16' x 28'
T-1529	Garage	20' x 43'
T-1535	Administration Building	10' x 12'
T-1536	School	25' x 32'
T-1541	Administration Building	20' x 100'
		20' x 24'
T-1542	School	20' x 100'
T-1555	School	20' x 100'
T-1570	Storehouse	20' x 25'
T-1590	Storehouse	20' x 100'
T-1591	Equipment Storage	30' x 40'
T-1600	Administration Building	20' x 48'
T-1601	Shop	20' x 40'
T-1605	Post Exchange	20' x 64'
T-1610	Barracks	20' x 66'
T-1612	Barracks	20' x 66'
T-1616	Shop	20' x 80'
		20' x 30'
T-1617	Administration Building	30' x 39'
T-1621	Barracks	20' x 66'
T-1627	Administration Building	20' x 66'
T-1629	Levatory	20' x 56'
T-1630	Mess Hall	20' x 44'
		25' x 82'
T-1631	Barracks	20' x 66'

T-1632	Day Room	20' x 66'
T-1635	Infirmary	20' x 66'
T-1636	Day Room	20' x 66'
T-1637	Barracks	20' x 66'
T-1638	Lavatory	20' x 56'
T-1639	Barracks	20' x 66'
T-1640	Mess Hall	20' x 44'
		25' x 82'
T-1641	Mess Hall	20' x 44'
		25' x 82'
T-1642	Barracks	20' x 66'
T-1643	Barracks	20' x 66'
T-1644	Lavatory	20' x 56'
T-1646	Day Room	20' x 66'
T-1647	Administration Building	20' x 66'
T-1648	Barracks	20' x 66'
T-1649	Barracks	20' x 66'
T-1653	Administration Building	20' x 66'
T-1654	Barracks	20' x 66'
T-1656	Barracks	20' x 66'
T-1657	Barracks	20' x 66'
T-1658	Barracks	20' x 66'
T-1660	Warehouse	20' x 66'
T-1661	Day Room	20' x 66'
T-1662	Mess Hall	20' x 44'
		25' x 82'
T-1664	Barracks	20' x 66'
T-1666	Barracks	20' x 66'
T-1671	Administration Building	20' x 100'
T-1677	Barracks	20' x 88'
T-1678	Administration Building	20' x 66'
T-1679	Barracks	20' x 66'
T-1680	Lavatory	20' x 66'
T-1681	Barracks	20' x 66'
T-1690	Storehouse	20' x 100'
T-1696	Storehouse	20' x 100'
T-1697	Shop	24' x 39'
T-1698	Storehouse	18' x 18'
T-1699	Shop	16' x 52'
T-1750	Supply	20' x 100'
T-1752	Barracks	20' x 100'
T-1753	Barracks	20' x 100'
T-1754	Post Exchange	20' x 100'
T-1757	Administration Building	20' x 100'
T-1760	Barracks	20' x 100'
T-1761	Barracks	20' x 100'
T-1762	Day Room	20' x 72'
T-1764	Lavatory	20' x 56'
T-1765	Barracks	20' x 100'
T-1772	Lavatory	20' x 56'
T-1773	Barracks	20' x 100'
T-1774	Mess Hall	20' x 136'
T-1777	Barracks	20' x 100'
T-1782	Mess Hall	20' x 136'
T-1784	Barracks	20' x 100'
T-1785	Barracks	20' x 100'
T-2480	Radio Marker	20' x 20'
T-2490	Farm House	21' x 44'
T-2553	Storehouse	6' x 12'
T-2554	Storehouse	21' x 216'
T-2555	Equipment Storage	24' x 120'
T-2556	Oil Storage	20' x 21'
T-2558	Lumber Storage	20' x 40'
T-2560	N.C.O. Quarters	28' x 33'
T-2561	Motor Repair Shop	26' x 40'
		20' x 33'
		12' x 33'
T-2562	Storehouse	25' x 35'
T-2600	Storehouse	10' x 20'
T-2742	Latrine	4' x 4'
T-2745	Gate House	5' x 14'
T-2751	Control House	16' x 25'
T-2752	Latrine	11' x 12'

T-2753	Target Butt	18' x 54'
T-2754	Storehouse	15' x 16'
T-2811	Storehouse	11' x 18'
T-2812	School	20' x 40'
T-2823	Gate House	6' x 12'
T-2875	Shop	16' x 40'
T-2876	Saw Mill	23' x 23'
T-2897	Administration Building	9' x 12'
T-2878	Storehouse	20' x 48'
T-2879	Storehouse	13' x 14'
T-2881	Storehouse	20' x 34'
T-2882	Administration Building	10' x 16'
T-2883	Shop	10' x 20'
T-2884	Storehouse	10' x 20'
T-2885	Storehouse	25' x 30'
T-2889	Magazine	14' x 30'
T-702	Administration	11' x 12'
T-703	A. C. Lub. Oil Pumphouse	20' x 29'
	Underground Concrete	
T-704	Tank - 48,000 Gal	13' x 28'
	Lub. Oil Storage	
T-706	Stand. (truck fill)	6' x 6'
	2 Gas Pumps	
T-2500A	School	20' x 40'
T-2500	Shed	20' x 50'
T-2501	Shop	66' x 136'
T-2502	Parachute Building	37' x 95'
T-2503	Central Heating Plant	52' x 144'
T-2504	Hangar	202' x 202'
	Addition	44' x 202'
		44' x 202'
T-2505	Shop	20' x 38'
		40' x 132'
T-2506	Mess Hall	20' x 40'
		123' x 162'
T-2507	Shop	32' x 41'
T-2508	Administration Building	20' x 100'
T-2508A	Administration Building	24' x 36'
T-2509	Shop	25' x 54'
T-2509A	Storehouse	20' x 54'
T-2509B	School	20' x 48'
T-2510	Lavatory & Locker Room	53' x 60'
T-2511	Warehouse	100' x 200'
T-2513	School	40' x 192'
T-2514	Warehouse	40' x 192'
T-2515	Shop	25' x 37'
T-2515A	Shop	30' x 60'
T-2515B	Oil Storage	8' x 10'
T-2515C	School	20' x 60'
T-2516	Lumber Storage	16' x 20'
T-2518	Oil Storage	10' x 12'
T-2512	Pumping Station	14' x 21'
T-2530	Concrete Compass Swinging	5' x 6'
	Base	
T-2741	Pumphouse & Reservoir	104' x 104'
T-760A	Portable Building	12' x 20'
T-761	Portable Building	12' x 16'
T-1309A	Dance Floor	
T-1444	Wood Building	10' x 12'
T-1502A	Bituminous Wash Rack	30' x 100'
T-2475	Shed	30' x 20'
T-2475A	Oil Storage Shed	12' x 18'
T-2750	Shed	10' x 10'
T-2874	Barn	35' x 28'

(Together with all attached fixtures and equipment  
contained in said buildings.)



## Water System

Sewer System including storm sewers

Night Lighting and Electrical Distribution Systems

Steam Distribution lines

Perimeter Fence

Woven and Barbed Wire Fence

Stock Fence

Runways; taxiways; parking aprons; parking areas; roads; surfaced walks

A. C. Gasoline Fueling System

Railroads, including spurs and turnout

Transformers (10 of various sizes)

- 1 Hose, suction, hose, hard suction  $2\frac{1}{2}$ " , female couplings both ends 12' long.
- 1 Hose, suction, hose hard suction  $2\frac{1}{2}$ " male and female couplings 12' long.
- 1 Cabinet, filing, 2 section, legal size, metal, Aurora.
- 1 Automobile, truck fire, powered, pumper, CL-500, 4 x 2, EFF-20, 500 GPM. Assembled by Boyer Fire Apparatus Co. with 500 GPM. Hale pump-mounted mid-ship No. 9197, U.S. Reg. No. 501953, complete with misc. equipment.
- 1 Truck, automobile, fire,  $2\frac{1}{2}$  ton, USA-502006, Ser. No. 105HD6 21, Mtr. No. 180346 Sterling, 750 GPM with tools and equipment.
- 1 Plow, snow, straight blade, one way type 5 to 6 ton truck mounted, w/wing Ross Model R2-23, Ser. #44443 (plow mounted on truck) eng. No. 1215107 Mod. RICO mounted on truck.
- 1 Snogo, snowplow, rotary, w/auxillary engine, Mod. No. R-16, W-60134257, with 1 ea. fan defroster, 12 V: 6 ea. chains, tire, 9:00 x 24 1 ea. tire, spare, w/rim, 9:00 x 24
- 1 Snowplow, rotary, truck eng. #99T-508678, w/aux. eng., on Ford chassis, w/Marmon-Harrington conversion unit to 4 wheel drive, aux. motor International #UHM5513, W-6062335, w/following listed equip:  
1 ea. heater, gas, 6 volt: 1 ea. exting. fire CO2, 8 lb. 1 ea. wrench, auto, adj. 10": 1 ea. tire, spare w/rim, 8.25 x 18: 1 ea. oiler, 1/2 pt. can: 1 ea. wrench, box type 1 3/4": 1 ea. wrench, box type 3": 7 ea. chains, tire, 8.25 x 18. 1 ea. wrench auto adj. 8".
- 1 Automobile, truck, all wheel drive, w/dump body and hydraulic hoist, w-4557696, International with Coleman conversion to 4 wheel drive, with miscellaneous equipment.
- 1 Automobile, truck, dump, body, Oshkosh, 4 wheel drive, 4 cu. yd. cap. w/Willet road scraper attached, eng. No. 1215107 Ser. #1736. Mod. W-709, has snow plow.
- 1 Truck, GMC, 6 x 6  $2\frac{1}{2}$  ton, dump USA #4853113, truck ser. #498596-41, yr. 1945, eng. No. 270, 701, 135 w/front mounted hoist.
- 1 Truck, 1/2 ton, 4 x 4, pick-up, 1942, Mod. 5BK08 Chevrolet, USA #IC3026, eng. No. BD-1037.
- 1 Truck, 1/4 ton, jeep, 4 x 4, 1943 Willys, USA#20203183 eng. #GFW-10172.
- 1 Charger: Battery, #E8, Allen, Ser. #732-79-B.
- 9 Lanterns: Electric, hand, portable, 6 volt.
- 1 Stove, Electric.
- 4 Masks, gas, all purpose.
- 1 Kit: First Aid, Size II.
- 550 ft. Hose: Fire, cotton, rubber lined w/male and female couplings,  $1\frac{1}{2}$ " double jacket.
- 13 pcs. Hose: Fire, cotton, rubber lined w/male and female couplings, double jacket,  $2\frac{1}{2}$ " x 50'
- 800 ft. Hose: Fire, cotton, rubber lined, w/male and female couplings, double jacket,  $2\frac{1}{2}$ ".
- 7 Extinguishers, fire, CO2, 15 lb.
- 1 Cleaning unit, steam shop wheel mounted, oil burning, one gun, nozzle controlled, Kerrick, motor #18848. Army mod. Q.M. 120.

- 1 Compressor, air trailer mounted, 4 wheels, pneumatic tires, gasoline engine driven, 105 CFM, Le Roi, Mod. 105-CV, eng. Mod. D226-1 Ser. No. 155020.
- 1 Refibering machine, for Hough broom, 30" x 120".
- 1 Crane, truck mounted w/shovel, drag, clam and pile driver, 3/8 cu. yd. W-006915, quickway, Mod B. International. Eng. W C P M #781, truck engine Buda Mod. 10-525, Ser. #253204, shovel Ser. No. 903, yr. 1941 with 1 ea. exting. CO2, 4 lb. 1 ea. tire 10.00 x 20.
- 1 Lubricator, trailer, mounted, Graco Mod. LU-150, Ser. No. 2004 gas eng. type REH Wisconsin air cooled eng. #285639.
- 1 Seeder, Van Brunt, 10 ft.
- 1 Rake, hay, towed type, self dump, 10 ft. McCormick Deering.
- 1 Broom, Austin Western Co., with 1 ea. Rear broom case (extra) 1 ea. front broom case (extra) 1 ea. Exting., fire Co. 4 lb. USA #822548, Mod. RP., Ser. #59975W.
- 1 Grader, motor tandem drive W-82999, Caterpillar Mod. 212 TD, Eng. & Ser. No. 1R292, with misc. tools.
- 1 Kettle, Asphalt, repair, trailer mounted, w/motor driven hand spray, 165 gal. cap., Littleford Mod. 84-HD-3 W-0777509.
- 1 Grader, TP Adams, motor diesel tandem drive, Eng. Ser. No. TF5310-11, standard equip. w/cab starter & lights, 13:00 x 24 rear tires, 10:00 x 24 front tires, with scarifier and hour meter, W-835185, with following listed equip: 1 ea. Plow, snow, Adams for Motor Grader, Mod. #11 one way Ser. 250 1 ea. Wrench, open end, 2 x 2 1/2" 1 ea. Exting., fire, CTC, 1 qt., 1 ea. Heater, hot water, car, 1 ea. Fan, defroster, 12 volt.
- 1 Mixer, cement, mounted on 4 iron wheels, CMC, W-0960497, with Eng. Mod. SPP, ser. #1395-Approv. 235 sack., 1 ea. Exting., fire, CTC, 1 qt. USA Thoro-Mix.
- 1 Roller, Fallion Eng. #ND 137121 Tandem drive, self powered, Diesel, W-83150, 8 to 12 ton, with 1 ea. Exting., fire, CO2, 1 lb.
- 1 Roller, motorized, Trail-O-Roller, Littleford 155, w/2 pneumatic tires for trailing, USA W-850892, Machine #5456T202, Series T, Mod. 155.
- 1 Spreader, sand, towed type, traction powered, ES P SR-4207, w/wing gate and safety seat, Good Roads, Mod. 2-S.
- 1 Spreader, sand, hopper type, gasoline eng. driven, base mounted, for mounting on 4 ton 6 x 6, or 6 ton, 6 x 6 std. ordnance truck or trailer, 6 cu. yd. SR 4208, Good Roads.
- 1 Sweeper, rotary, 5 wheel trailer mounted, traction powered, 2 way sweeping, Hough Mod. TU-Way, w/extra core, USA, W-856582, 10 ft. broom, Ser. #TTS 294.
- 1 Distributor, bituminous, trailer mounted, South Bend, 550 gallon cap. equipped with Wisconsin air-cooled eng. No. 163847.
- 1 Tractor, Model 4-D, Caterpillar Engine and Serial No. 5T658-SP, w/bulldozer straight blade Mod. A-4 Ser. No. D-8047-A4-SP, power control unit. Rear mounted, La Tourneau Mod. 8-N Ser. No. 63566-8N-S7, Hyster single drum unit model B W, Ser. No. 21164 w/miscellaneous tools & equip.
- 4 Tractors, wheel type, w/sickle bar, Case Mfr. USA Reg. Nos. W-826238, W840168, W-841076 and W-840179. 1 ea. Exting., fire, CO2, 4 lb. tractor yr. 1933. USA #826238 Mod. CD-14 Ser. #VAL-12339
 

840168	" 14	" 12619
840176	" 14	" 13672
840179	" 14	" 12633
- 14 Cots, folding, steel.
- 12 Lockers, wall, steel.
- 1 Section, letter size, furniture, 4 drawer.
- 18 Mattresses, cotton.
- 1 Desk, office typewriter, type.
- 1 Chair, typewriter.
- 1 Case, map file 11 drawer, wood, shop made, (converted into section in each drawer for bldg. keys).
- 17 pr. Pants, duck.
- 17 pr. Boots, rubber, 18".
- 1 J.L. Miscellaneous spare parts, kits.
- 1 J.L. Miscellaneous electrical supplies.
- 1 Welder, elect., arc, gas eng. driven, "Hobart" USA #01132674. Type T118-502 Ser. 1577 200 amp 40 volt.
- 1 J.L. Miscellaneous hand tools.
- 18 Pillows, feather.
- 34 Pillow cases, cotton.
- 11 Covers, mattress.
- 44 Sheets, cotton.
- 44 Blankets, wool.

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all its property in the nature of equipment, furnishings and other personal property located on the above described premises which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on the premises conveyed hereby which is reasonably necessary for the operation or maintenance of the airport or for the operation or maintenance of the structures and improvements specifically listed hereinabove as being transferred hereby, for any reasonable use for which such structures or improvements are readily adaptable; and further excepting from this conveyance all its structures on said premises other than structures specifically described or enumerated above as being conveyed hereunder; and reserving to the party of the first part for itself and its lessees, licensees, permittees, agents and assigns the right to use the property and structures excepted hereby in such a manner as will not materially and adversely affect the development, improvement, operation or maintenance of the airport and the right of removal from said premises of such property and structures, all within a reasonable period of time after the date hereof, which shall not be construed to mean any period more than one (1) year after the date of this instrument, together with a right of ingress to and egress from said premises for such purposes.

And further excepting from this conveyance and reserving to the party of the first part, in accordance with Executive Order 9908, approved on December 5, 1947, (12 F. R. 8223), all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument which are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained.

If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Reorganization Plan One of 1947 (12 Fed. Reg. 4534), and applicable rules, regulations and orders.

TO HAVE AND TO HOLD said premises, with appurtenances, except the fissionable materials and other property excepted above and the rights reserved above, and under and subject to the reservations, restrictions and conditions set forth in this instrument, unto the said party of the second part, its successors and assigns forever.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns agrees that the transfer of the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Reorganization Plan One of 1947 (12 Fed. Reg. 4534) and applicable rules, regulations and orders:

(1) That, except as provided in subparagraph (6) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the terms "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements and equipment.

(2) That, except as provided in subparagraph (6) of the next succeeding paragraph, the entire landing area, as defined in WAA Regulation 16, dated June

26, 1946, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administrator or his successor. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises which have outlived their use as airport property in the opinion of the Civil Aeronautics Administrator or his successor.

By acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (1) to (7), inclusive, of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Reorganization Plan One of 1947 (12 Fed. Reg. 4534) and applicable rules, regulations and orders:

(1) That insofar as it is within its powers, the party of the second part shall adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the United States of America (hereinafter sometimes referred to as the "Government") through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administrator or his successor to be necessary to prevent undue interference with use by other authorized aircraft; Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.

(3) That during any national emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; Provided, further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively of any improvements to the airport made without United States aid.

(4) That no exclusive right for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean

- (1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;
- (2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

(5) That, except as provided in subparagraph (6) of this paragraph, the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the party of the second part for other than airport purposes without the written consent of the Civil Aeronautics Administrator, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport at which such property is located;

Provided, that no structures disposed of hereunder shall be used as an industrial plant, factory, or similar facility within the meaning of Section 23 of the Surplus Property Act of 1944, as amended, unless the party of the second part shall pay to the United States such sum as the War Assets Administrator or his successor in function shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.

(7) The party of the second part does hereby release the Government, and will take whatever action may be required by the War Assets Administrator to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the party of the second part, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used; Provided, that no such release shall be construed as depriving the party of the second part of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

By acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions is not met, observed, or complied with by the party of the second part or any subsequent transferee, whether caused by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part sixty (60) days following the date upon which demand to this effect is made in writing by the Civil Aeronautics Administrator or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions reservations and restrictions shall have been met, observed or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the party of the second part, its transferees, successors and assigns.



(2) That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
War Assets Administrator

By R. E. Blackburn  
R. E. BLACKBURN  
Associate Regional Director  
War Assets Administration

STATE OF WASHINGTON }  
COUNTY OF KING } SS

On this 1 day of June, 1949, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared R. E. Blackburn, Associate Regional Director, War Assets Administration, to me known to be the individual described in and who executed the foregoing instrument and who under oath stated that he was duly authorized, empowered and delegated by the War Assets Administrator pursuant to Delegation of Authority dated April 1, 1949, to execute the said instrument and acknowledged the foregoing instrument to be his free and voluntary act and deed, acting for and on behalf of the War Assets Administrator, acting for and on behalf of The United States of America for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Notary Public in and for  
the State of Washington,  
residing at Seattle

(SEAL)

FILED FOR RECORD JUN 14 1949 AT 2:17 P M  
RECEIVED BY City Clerk  
CLERK OF COUNTY AUDITOR

[Signature]

## **EXHIBIT “B”**

7/31/50  
Spokane  
and  
County

4310 "B"

AIRPORT JOINT OPERATION AGREEMENT

THIS AGREEMENT, Made and entered into this 30th day of July, 1950, by and between the CITY OF SPOKANE, a municipal corporation, hereinafter referred to as the City, and SPOKANE COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the County, WITNESSETH:

WHEREAS, it appears that improvement of airport facilities in the Spokane area is urgently needed and that such improvement can best be accomplished through joint action of the City of Spokane and Spokane County; and

WHEREAS, immediate action is necessary to obtain the benefit of certain Federal funds presently available; and

WHEREAS, the firm of Landrum and Brown of Cincinnati, Ohio, nationally recognized airport consultants, have filed their final report and forecast of traffic and earnings, which report indicates that the airport project plan hereinafter set forth is feasible;

WHEREFORE, In consideration of the mutual covenants and agreements herein contained, but contingent upon the receipt or commitment of the Federal funds hereinafter referred to, and provided that the revenue bonds hereinafter provided for can be sold at an effective interest rate not to exceed statutory limitations, the City and County agree as follows:

1. The City and County associate themselves for the purpose of jointly improving, operating and maintaining Spokane International Airport and Felts Field as one joint airport operation and avail themselves of the powers set forth in Chapter 182, Laws of Washington, 1945, and amendments thereto, and all other laws governing joint operations of airports by municipalities, and hereby create a Joint Board, pursuant to said laws, for the purpose of carrying out this agreement.

2. The City agrees to convey to the County by warranty deed an undivided one-half interest in and to Spokane International Airport and in and to Felts Field, subject to leases, easements, restrictions and encumbrances of record and subject to listed exceptions not of record set forth in Schedule attached hereto. It is agreed that the warranty deed conveying Felts

Field to the County shall contain a reversion clause specifying that if and when Felts Field ceases to be used for airport purposes under this Joint Operation Agreement title to Felts Field shall revert to the City and that the deed conveying Felts Field shall be executed by the City and by the Park Board of the City of Spokane jointly. It is understood that "Spokane International Airport" means that certain real property described in deeds from the United States of America to the City, recorded in Book 583, page 165, and in Book 584, page 405, in the office of the Spokane County Auditor, together with such additional real property and interests in real property as may have been acquired by the City since that time, and shall include all buildings, structures, fixtures and installed equipment as are presently in place, including water system, sewer system, storm sewers, night lighting and electrical distribution systems, steam distribution lines, perimeter fence, woven and barbed-wire fence, stock fence, runways, taxiways, parking aprons, parking areas, roads, surfaced walks, fueling systems, and railroads, including spurs and turnout. The conveyance shall also be subject to the reservations in favor of the United States of America which are set forth in the above described deeds or otherwise are matters of record. In accepting said deed the County agrees to recognize and assume said reservations and also jointly to assume those certain obligations and assurances contained in Grant Agreements dated October 28, 1950, and July 7, 1959, whereby financial assistance was given by the United States of America to the City in making certain airport improvements. "Felts Field" means only so much of that real property, including improvements and fixtures, and interests in real property as are necessary to be used in the operation of the airport facility known as "Felts Field" and as required by the Federal Aviation Agency. The City shall retain title to personal property presently used in connection with the operation of Spokane International Airport and Felts Field. Such personal property, however, shall remain and be used at the airports and such property shall be maintained as a maintenance expense of said airports and, when replacement is necessary, it will be traded in new equipment, subject, however, to approval.

of the Federal Aviation Agency when necessary. In the event of such trade-in, airport funds may be used to pay the difference in cost of the new equipment and such new equipment then shall become the property of the City and County as tenants in common with equal shares.

3. It is understood the City presently has a tentative allocation of Federal funds for acquisition of land for southwest clear zone primary runway, for reconstruction of loading apron and apron taxiway and for certain taxiway and holding apron construction at Spokane International Airport, known as F. A. A. Project No. 9-45-059-03. The County and City agree to become co-sponsors of these projects and to receive and expend said Federal funds in accordance with the laws of the State of Washington and of the United States relative to Federal Aid for Public Airport Development. Participating funds required for the aforesaid Federal allocation for the acquisition of land for clear zone and the reconstruction of present loading apron and apron taxiway shall be provided by the City. The construction of new taxiway and holding apron shall be the joint obligation of the County and City and shall be completed pursuant to the terms of this agreement.

4. The County agrees to offer revenue bonds for sale in the amount of \$2,500,000.00 as soon as possible and to sell the same provided that said bonds can be sold at an effective interest rate not to exceed statutory limitations. The City agrees to be bound with the County to such covenants and conditions as may be required of the County in connection with the revenue bonds, including maintenance of rates, charges, fees, rentals, and retention of property. With the proceeds of said bonds and such Federal assistance as is available the County and City will commence and so far as possible complete the construction of airport improvements in accordance with the plans and specifications prepared by Architects Heylman and Trogdon, which plans and specifications have been approved by the City and the County and are identified as the 1962 Spokane International Airport Master and Improvement Plan, F. A. A. Project No. 9-45-059-03. Said plans and specifications will be made available by the City for this joint effort but the City shall be reimbursed for its expense incurred

in the preparation of said plans and specifications, said reimbursement to be paid out of funds received from the sale of the aforesaid revenue bonds.

5. It is understood and agreed that the said airport improvement shall be completed as aforesaid within three years from the date of this agreement, and that funds in addition to the proceeds of the aforesaid revenue bond issue will be required to complete the same. The parties agree, however, that, except for Federal funds which may be made available, total construction costs shall not exceed \$3,500,000.00 of local funds. In order to provide the necessary additional funds each of the parties agrees to contribute \$750,000.00 to the project, either by way of cash contribution or work performed or by a combination of both, in such amounts and at such times as the parties may from time to time agree. Each of the parties agrees to issue general obligation bonds, if necessary, to meet its aforesaid obligation of contributing \$750,000.00 to the project, and this agreement shall constitute a commitment of the credit of each of the parties to that extent. Each party, at the time the work to be performed by it has been completed, shall submit to the other an accounting summary of its actual costs incurred in the performance of such work, and such actual costs shall be credited against its \$750,000.00 obligation.

6. The Joint Board referred to in Paragraph 1 shall be known as the Spokane Airport Board and shall consist of five members, two of whom shall be inhabitants of and selected by the City; and two of whom shall be inhabitants of the County outside the limits of the City and selected by the County; and the remaining member shall be an inhabitant of either the City or the County not otherwise employed by the City or County and shall be selected jointly by the City and County.

The terms of the above provided for Board members shall be as follows: One of the two members appointed by the City and County, respectively, shall serve for a period of two years, and one of the members appointed by the City and County, respectively, shall serve for a period of three years. The member of the Board appointed jointly by the City and County shall serve for a period

Special  
Board  
Ordinance  
Adopted

of one year. All members of the said Board shall serve until their successors have been appointed. Vacancies on the Board shall be filled by appointment by the authority which appointed the member whose position has been vacated. Any member of said Board may be removed at the pleasure of the appointing authority. The members of said Board shall receive no salary but shall be reimbursed for their reasonable and necessary expenses if said expenses have been approved by a joint action of the City and County prior to the incurring of such expenses. Said expenses when authorized as above shall be paid as an operation expense of the airport.

7. As soon as expedient after its appointment, the Board shall organize, select officers for terms of one year, and adopt and from time to time amend rules of procedure.

The Board shall recommend to the governing bodies of the City and the County all necessary rules and regulations for the management, government, fire protection, safety, health and sanitation, and use of any properties under its control by virtue of this Joint Agreement, and the City and County, by appropriate ordinance or resolution concurrently enacted, may adopt and promulgate such rules and regulations and fix penalties for the violation thereof in the same manner in which penalties prescribed by other rules, regulations, ordinances or resolutions of the City and County are enforced.

The Board shall have the power to employ and discharge employees and to prescribe their duties, and said employees shall be considered employees of the Joint Board: Provided, however, that if the present employees of the City working at the airport would be precluded from continued participation in the City retirement program, and in the event that said employees' credits for retirement cannot be transferred to the State retirement program, this paragraph shall be amended so that such employees would not be deprived of any benefits which they now have, if possible: Provided, further, that the airport manager shall be employed by the joint agreement of the City and County and may be discharged only upon the joint and concurrent action of the City and County.



8. The Spokane Airport Board is authorized and empowered to exercise the powers of the Board as provided for in RCW 14.08.200 (7), as amended. The total amount of expenditures to be made by the Board for any purpose in any calendar year shall be determined by the City and the County by the approval by each of a budget on or before December 1st for the ensuing calendar year.

The Board shall not dispose of, by sale, or in any manner, any airport, real property, or other air navigation facility or air protection privilege owned jointly by the parties, but the Board may lease space, land area, or improvements, and grant concessions on the airport for aeronautical purposes, or other commercial or industrial purposes which will not interfere with the aeronautical purposes of such airport, air navigation facility or air protection privilege by private negotiations under such terms and conditions as to the Board may seem just and proper, subject to the provisions of subdivision 5 of Section 8 of Chapter 182, Laws of 1945, and amendments thereto. When it shall appear to the Board to be in the best interests of the City and County, the Board may sell or lease any personal property by private negotiations under such terms and conditions as to the Board may seem just and proper: Provided, however, that no sale of personal property of the value of more than \$2,500.00 shall be made without prior authority of the City and County acting jointly; and, provided further, that the proceeds of such sales shall be paid into the joint airport fund. Before selling any property the Board shall determine if any Federal Aviation Agency commitments are involved and secure approval of the Federal Aviation Agency when necessary.

*Enacted*  
Personal property costing in excess of \$2,500.00 may be acquired and purchased by the Board only by approval of the governing bodies of the City and the County. Personal property costing \$2,500.00 or less may be acquired by the Board by private negotiations or by calling for bids, under such terms and conditions as to the Board may seem just and proper: Provided, however, that such purchases must be made in compliance with the budget laws and in accordance with bid requirements of the City and the County.

9. There is hereby created a Joint Airport Fund, which shall be maintained in the office of the Treasurer of Spokane County, Washington, into which funds arising from the sale of bonds, proportionate contributions of the City and the County, Federal funds, all revenues from the operation of said airports, and all other funds of whatever nature or source allocable to said airports or their operation shall be deposited. All disbursements from said fund shall be made by order of the Board, in accordance with this agreement and such rules and regulations and for such purposes as the City and the County, acting jointly, shall from time to time prescribe.

10. Revenues from the operation of the airports shall be applied as follows:

(1) First, to pay the costs of operation and maintenance, including salaries and wages.

(2) Next, to pay the principal and interest requirements of the revenue bond issue, including any special reserve requirements for the bond issue.

*Amended*  
(3) Next, to be divided equally and paid to both parties until each has been fully reimbursed for its respective \$750,000.00 obligation, including principal and interest on general obligation bonds mentioned in Paragraph 5 hereof, each municipality to pay the principal and interest requirements of the general obligation bond issue, if any, first, and then to deposit any surplus revenue in the respective General Obligation Principal and Interest Sinking Funds until all the bonds of the General Obligation Bond Issues have been called or provided for, and then for reimbursement for work performed.

(4) After the foregoing obligations have been discharged any earnings over and above Revenue Bond Service will be applied to the prior redemption of the revenue bonds.

(5) Any excess revenues accruing thereafter shall be retained and accumulated in the Joint Airport Fund.

11. On or before the first day of March of each year the Board shall make and file with each of the participating municipalities a full and complete report of the activities of the Board for the previous calendar year, showing the income and disbursements of the Board, the amount of funds contributed by each of the municipalities, a profit and loss statement of the joint operation, and such other information as the participating municipalities shall require.

12. In the event that revenues from the operation of the airports are insufficient to meet the costs of operation, maintenance and regulation, each municipality will share equally in paying the deficit.

13. This agreement may be terminated at any time by either the City or the County upon written notice given at least one year prior to the proposed date of termination, in which event the parties shall by negotiation agree upon a distribution of all of the airport property, facilities, privileges, funds and other property jointly owned and undisposed of, and the assumption or payment of any indebtedness arising from the joint venture which remains unpaid: Provided, however, that this agreement shall not be terminated prior to the redemption and discharge of all bonds as provided for by Section 10 of this agreement; and provided further, that if the parties fail to agree upon said disposition and assumption of indebtedness as aforesaid within one year after giving the notice of termination, the parties shall jointly cause appraisals to be made of all the airport property, facilities, privileges, funds and other property jointly owned and undisposed of, and said property, facilities, privileges, funds and other property jointly owned and undisposed of shall be valued at their fair market value as determined by the appraisal and distributed, or sold and the proceeds thereof distributed, between the parties as tenants in common of an undivided one-half interest therein. For the purposes of distribution as mentioned in the second proviso of this paragraph, the party giving notice of termination may elect to compensate the other party for the other party's share by payment in money, or, as the parties may agree, by transfer of other property of equal value or by such

other arrangements as may be agreeable to the parties. In the event that the party giving notice so elects, it shall assume or pay all indebtedness arising from the joint venture which remains unpaid, and it shall be given credit for one-half thereof in determining the distributive share of the parties in the aforementioned assets, and the party to whom payment is made shall execute all necessary deeds and documents required to vest title to all its interest in the aforesaid assets in the party giving notice of termination. In the event that the party giving notice of termination does not so elect the party to whom notice is given may so elect, upon the same terms. In the event that neither party so elects, payment of all unpaid indebtedness arising from the joint operation shall first be made from the property, facilities, privileges, funds and other property jointly owned, or the proceeds thereof and, in the event of insufficiency thereof to pay such indebtedness, each party shall share equally in such deficit and shall provide for the assumption of such payments for such share. The airport facilities shall continue to be jointly operated after notice of termination is given until final disposition of the properties and facilities as above provided for.

14. This agreement may be amended from time to time by joint action of the City and the County, by resolution or ordinance concurrently adopted, subject to the provisions of law governing joint operation of airports, as contained in Chapter 182, Laws of Washington of 1945, as heretofore or hereafter amended.

15. For the purpose of assuring best utilization of facilities and maximum revenues consistent with public service and convenience, it is contemplated that an Airport Advisory Committee may be created without amendment to this agreement. If such a committee is created, it shall be done by concurrent action of the City and the County and each shall have equal representation on the committee. Such a committee shall act in an advisory capacity only.

IN WITNESS WHEREOF, The City Council of the City of Spokane has authorized the execution of this agreement by the Mayor and the City Clerk, under the seal of said City, at a regular meeting on the 30th day of July, 1962, and the County of Spokane has authorized the execution of this agreement by the Board of County Commissioners, under the seal of said Board, at a regular meeting of the Board on the 31st day of July, 1962.

Attest:

aa Brown  
City Clerk

CITY OF SPOKANE, WASHINGTON

By

Daniel J. Jensen  
Mayor

COUNTY OF SPOKANE, WASHINGTON

By

Paul H. Russell  
Chairman  
L. Friedman  
J. O. Allen  
Board of County Commissioners

Attest:

Gottlieb Hermsen  
Clerk

APPROVED By State Director of  
Aeronautics or Division of  
Municipal Corporations

By

Its

APPROVED By FEDERAL AVIATION AGENCY

By

Approved as to Form:

Frank C. Williams  
Asst. Attorney for the City

Edmund R. Perry  
Deputy Prosecuting Attorney  
Attorney for the County

## **EXHIBIT “C”**

90-1640

"C"

THIS IS TO CERTIFY THIS IS A TRUE AND  
CORRECT COPY OF THE ORIGINAL DOCUMENT  
NO. 90-1640 ON FILE IN THE COUNTY OF SPOKANE  
COMMISSIONERS MINUTES OF Aug 28, 1990  
DATED THIS 29 DAY OF August, 1990 CITY OF SPOKANE  
BY [Signature]  
CLERK OF THE BOARD

JOINT RESOLUTION

A JOINT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON, AND THE CITY COUNCIL OF  
THE CITY OF SPOKANE, WASHINGTON, AMENDING AN AGREEMENT  
BETWEEN THE COUNTY AND THE CITY TO PROVIDE FOR THE  
MAINTENANCE AND OPERATION OF SPOKANE AIRPORTS.

BE IT RESOLVED by the Board of County Commissioners of Spokane  
County, Washington, and by the City Council of the City of Spokane,  
Washington, as follows:

WHEREAS, pursuant to the provisions of Chapter 14.08 of the  
Revised Code of Washington, the City of Spokane and the County of  
Spokane may jointly create an airport and establish an Airport  
Board to operate Spokane Airports; and

WHEREAS, pursuant to the above-cited statutory sections, the  
City of Spokane and the County of Spokane desire to amend the  
Agreement executed between the parties with respect to the  
management and operation of the Spokane Airports.

NOW, THEREFORE, BE IT RESOLVED by the City of Spokane and the  
County of Spokane that the Mayor and the City Clerk and the  
Chairman and members of the Board of County Commissioners are  
hereby authorized and directed to execute the Amended Spokane  
County/City Airport Agreement between the City of Spokane and the  
County of Spokane concerning the maintenance and operation of the  
Spokane Airports as provided in the attached Amended Spokane  
County/City Airports Agreement.

PASSED AND ADOPTED this 28 day of August, 1990.

CITY OF SPOKANE, WASHINGTON

[Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk



RES 90-82

COUNTY OF SPOKANE, WASHINGTON

*[Signature]*

*Sh. R. M. Borden*  
*Patricia A. Munnery*

ATTEST:

*Loisann Montz*  
Clerk of the Board

APPROVED AS TO LEGAL FORM:

*Sam Winner*  
Assistant City Attorney

Deputy Prosecuting Attorney



AMENDED SPOKANE COUNTY/CITY AIRPORT AGREEMENT

WHEREAS, the County of Spokane and the City of Spokane, Washington, on July 30, 1962, entered into an Airport Joint Operation Agreement for the purposes of financing, constructing, improving, and operating, through the agency of the Spokane Airport Board (herein referred to as "Board"), Spokane International Airport and Felts Field, as provided by Chapter 182, Laws of Washington, 1945, codified as RCW 14.08; and

WHEREAS, said airport facilities have been successfully operated under that 1962 Agreement, as amended and supplemented by various joint resolutions, ordinances, agreements, and other actions from time to time; and

WHEREAS, the County of Spokane and the City of Spokane now desire to amend the Agreement and adopt a new Agreement;

NOW, THEREFORE, the County of Spokane, Washington (referred to herein as "County"), and the City of Spokane, in Spokane County, Washington (referred to herein as "City"), and hereafter collectively referred to as "Parties," agree as follows:

1. PURPOSE. It is the purpose of the Parties to continue their association under Chapter 14.08 RCW to provide for joint operation of Spokane International Airport, Felts Field Airport, and Spokane International Airport Business Park facilities (herein collectively referred to as "Airport"), by replacing that 1962 Agreement with a new Agreement.

1.1 The Parties intend to vest the Board, to the fullest extent permissible by State and Federal law, with complete authority for the management and operation of the Airport for aeronautical and industrial development purposes subject to the specific limitations herein contained.

1.2 All existing rules, regulations, contracts, offices, and other actions and circumstances previously adopted or approved by the Board or the Parties acting jointly and not in conflict with this Agreement are unaffected and shall remain in full force and effect until terminated or amended in accordance with this Agreement.

2. AIRPORT PROPERTY. The "Airport" consists of Felts Field, Spokane International Airport, and Spokane International Airport Business Park, and such other property as may hereafter be acquired.

2.1 It is recognized that the property of the Airport has been acquired at various times in various ways, including surplus property grant deeds from the United States of America, purchased through Federal Aviation Administration (FAA) funds, and donations. Rather than maintain abstracts of title for each segment of the Airport, it is agreed that all real property and fixtures, except as provided hereinbelow, shall be held by the County and City in equal undivided shares as tenants in common, subject to any valid future interest reserved or excepted by deed.

2.2 Personal property (except City utility properties) shall be acquired, held, and disposed of in the name of the Board. Upon termination of this Agreement and dissolution of the Board, personal property shall be deemed owned by the City and County as tenants in common.

2.3 Notwithstanding Paragraph 2.1, City shall own and have the control, operation, and maintenance of all public utility sewer and water systems within the Airport, including, but not limited to, all present and future utility systems, tangible property, pipes and pumps, storage tanks, and fire hydrants, whether located underground or above ground, and intangible property such as franchises and easements.

3. FEDERAL RULES, REGULATIONS AND REQUIREMENTS. It is recognized that part of the land of the Spokane International Airport and Spokane International Airport Business Park was acquired from the United States of America by grant deed which contains reversion, restrictions, and obligations on the use of such properties for aeronautical and nonaeronautical purposes.

3.1 It is further recognized that the Airport has received grants from the Federal Aviation Administration which have also imposed restrictions, conditions, and obligations on the use of Airport properties and further require that the revenues received be devoted to aeronautical purposes. The Parties hereby expressly ratify and confirm all previous grant agreements in existence at the time of execution of this Agreement and agree to be bound by any conditions or

obligations imposed therein. Any future grant or other form of federal financial assistance for the Airport shall require the joint acceptance of the funds by the Parties.

3.2 In the event the Parties desire to terminate this Agreement, notice shall first be given to the Federal Aviation Administration of the intent to terminate this Agreement and of any change affecting ownership, control, operation, or performance of any conditions or obligations required by the grants or other federal financial assistance programs. It is also recognized that any termination or disposition of the properties of the Airport shall require prior FAA approval.

4. AIRPORT FINANCES. It is intended that the expenses of operating Spokane International Airport, Felts Field Airport, and Spokane International Airport Business Park shall be paid, to the maximum extent possible, from the operating revenues of each entity.

4.1 The Airport fiscal year shall be the calendar year.

4.2 The Board shall submit a proposed balanced budget for the Spokane International Airport, Felts Field Airport, and Spokane International Airport Business Park by December 1 for the ensuing fiscal year. Separate budgets and accounting records will be prepared for each entity. The budgets for each entity must be jointly approved by the Parties.

4.3 The Board shall have no independent authority to issue bonds or to incur other debts with a date of maturity of more than one year from the date of the obligation.

In the event there is a deficit in a principal or interest payment necessary to pay a bonded indebtedness, then the parties shall each fund one-half of said deficit.

The Parties may, by joint resolution, authorize the issuance and sale of revenue bonds or other obligations payable from Airport revenues, the proceeds of which are to be used exclusively for Airport purposes. After the proper adoption of a joint resolution by both the City and the County, the revenue bonds or other revenue obligations shall be authorized by and issued in the name of Spokane County.

General obligation debt may also be issued for Airport purposes for projects authorized by law. If a general obligation debt is proposed to be issued, the Parties shall adopt a joint resolution evidencing the intent to incur said debt. The Parties then each shall separately authorize its portion of the total debt in the manner required by law for each Party, respectively.

5. AIRPORT FUNDS. All Airport funds arising from the sale of bonds, proportionate contributions of the Parties, federal funds, all revenues from the operations of the Airport, and all other funds of whatever nature or source allocable to the Airport or its operations shall be deposited and maintained in appropriate accounts in the office of the Treasurer of Spokane County. All disbursements from said Airport funds shall be made by order of the Board, in accordance with the annual Airport budgets, this Agreement and such rules and regulations and for such purposes as

the Parties acting jointly shall, from time to time, prescribe.

5.1 Airport funds shall be administered and accounted for in accordance with the rules, regulations, and principles established and approved by the Auditor of the State of Washington, subject only to contrary federal audit requirements.

5.2 Idle funds may be invested by the County Treasurer under direction of the Board in accordance with the laws governing investment of County funds. Earnings from investment of Airport funds, less statutory administrative costs, shall be credited to the Airport funds.

6. ALLOCATION OF FUNDS. The primary purpose of this Agreement is to provide for the continued joint operation, maintenance, and control of airport facilities for air navigation purposes. The management of associated facilities for industrial development, foreign trade zones, and other commercial purposes are secondary to the primary purpose described above.

6.1 As specified in the annual budget, revenues shall be applied to the following purposes, in the order listed:

(a) Maintenance and operation expenses, including salaries and other personnel costs;

(b) Principal and interest and any required reserve deposits on the 1977/1979 Airport Revenue Bonds and any other bonds having a parity of lien;

(c) Principal and interest on the revenue bonds having a junior lien to the existing Airport Revenue

Bonds;

(d) Any outstanding revenue or interest bearing warrants;

(e) Accumulation of reserve funds;

(f) Early redemption of revenue bonds or other Airport indebtedness;

(g) Other proper purposes consistent with budget approvals.

7. AIRPORT BOARD. The Board shall consist of seven members, serving at the pleasure of their appointive party, and shall be appointed to a three-year term except as provided below. The City shall appoint three members; the County shall appoint three members; and the City and County, acting jointly, shall appoint one member. One of the three members appointed by the City to the Airport Board shall be a member of the City Council, and one of the three members appointed by the County to the Airport Board shall be a member of the Board of County Commissioners; these appointments shall immediately terminate if the appointee is no longer a member of the Council or Board of County Commissioners.

7.1 City and County each shall endeavor to ensure that its appointees are qualified by reason of education or experience in matters pertaining to aviation and industrial development. The City and County may each appoint one member of the City Council and one member of the Board of County Commissioners to the Airport Board.

7.2 In case of vacancy, a person shall be appointed by

the appropriate appointing authority to the unexpired term in the same manner as the member whose position is vacant.

7.3 Members of the Board shall serve without compensation. Board members may receive from Airport funds reimbursement for expenses incurred in the course of official business, or when travel is necessary, a travel advance or per diem allowance consistent with procedures approved by the State Auditor.

7.4 The Board may purchase liability insurance with such limits as it deems reasonable for the purpose of protecting the Board and Airport employees against liability for personal or bodily injuries and property damages arising from its acts or omissions while performing or in good faith purporting to perform its official duties.

In the event that the Board may not purchase insurance at reasonable rates, the Board may adopt resolutions providing for the indemnification, including reasonable costs and attorney's fees, against liability for personal or bodily injuries and property damages arising from its acts or omissions while performing or in good faith purporting to perform its official duties.

8. POWERS OF THE AIRPORT BOARD. The Board shall have the authority to exercise all of the powers granted to municipalities pursuant to the provisions of RCW 14.08 et seq. in the management, operation, and control of the Airport for aviation and business park purposes, subject to final approval of the annual



budget for each entity except that:

(a) Eminent domain power must be exercised jointly by the Parties;

(b) The acquisition, sale, transfer, or disposal of real property, except the grant of a lease, must be by joint action of the Parties;

(c) Police regulations governing conduct and use of the Airport to be enforced through a judicial proceeding, if not adopted by the joint action of the Parties, must be adopted pursuant to the requirements of City or County ordinances and resolutions. The Airport Board may adopt reasonable rules and regulations for the control and management of the Airport not requiring judicial enforcement, including, but not limited to, minimum standards for aeronautical and nonaeronautical activities;

(d) Contracts for public works and procurements of goods and services must satisfy the legal and procedural requirements of the City;

(e) The employment, terms of employment, and termination of the Airport Director and of the Business Park Director must be jointly approved by the City and County;

(f) Capital improvements of Airport property, for aeronautical, commercial, and industrial purposes, shall be in accordance with an Airport Master Plan jointly adopted by the Board, City, and County, and approved by the FAA; and

(g) All aviation capital improvements and land uses

conforming with said Master Plan shall not be subject to City or County zoning regulations. The Airport Industrial Park Master Plan, which has been previously approved and accepted by the City and the County, is to be considered an acceptable Master Plan for the development of the Spokane International Airport Business Park.

9. UTILITIES.

9.1 City has assumed responsibility for the maintenance and operation of the Spokane International Airport, water and sanitary sewage disposal system, excluding any septic tanks, cesspools, or similar onsite sewage disposal systems in existence on Airport property.

9.2 Ownership of lines, wells, pumping stations, and other component parts of the water and sanitary sewage disposal systems within the boundaries of the property owned jointly by the City and the County for Airport operations, excluding on-site sewage disposal systems, as noted above, have vested in the City in the same manner and subject to the same regulations and procedures as if those facilities were located within the City limits.

9.3 The City shall be responsible for maintenance and operation of all utility lines and component parts. The cost of new water meters, installation costs, the upgrading of existing meters, and any other costs usually related to meter installation will be borne by the user.

9.4 All decisions relating to operation of existing or

future lines including the active nature of substandard or high maintenance lines will be made by the City.

9.5 All future expansion and upgrading of such systems will be done in accordance with City policy in effect at the time and will become the property of the City; provided that, the City may authorize, upon the recommendation of the Airport Board, the construction and installation of sewer lines, water lines, pumping stations, wells and other component parts of the water and sanitary sewage disposal systems within the Airport boundaries by private contract.

9.6 Utility service shall be provided to users located on SIA property at in-City rates. All rules and regulations which apply to in-City users will apply to said SIA users. Any user who had a service agreement with the Airport shall enter into a new agreement with the City.

9.7 A Utilities Plan shall be maintained by the City which will depict all utility lines and facilities and the appropriate City departments shall be given the necessary easement for access to those existing lines and facilities for service and maintenance. The City will coordinate its utility planning and development with the Airport Board and in compliance with United States Federal Aviation Administration (hereinafter "FAA") rules and regulations in order to minimize any interference with Airport operations and all construction and expansion of the water and sewer systems shall then be added to the Utility Plan with the necessary access extended

as with the existing system. Easements for the Airport utilities system, as well as real property site requirements, shall be provided at no cost to the City.

9.8 If it becomes necessary, in the expansion of the Airport utilities system, to form a local improvement district to provide for said expansion, then the City and the County agree, as co-owners of the Airport property, to jointly sign petitions as authorized and required by law for the formation of said local improvement district. If utility service is expanded by the formation of a local improvement district, or other similar method, then the City and County agree that assessments may be placed against any Airport property not being used for Airport purposes in the proportion that said property specially benefits from the construction, improvement, and/or expansion of the utility service.

9.9 In accordance with existing City policy governing the extension of utility service and in consideration of the City providing sewer and water service to the Airport, the County agrees not to oppose the annexation of the Airport to the City of Spokane at such time as said property is contiguous to the City boundaries or is contiguous to other property which is in the process of being annexed to the City of Spokane by a valid petition of private property owners.

10. PERSONNEL. The Board shall employ, subject to City and County approval the following:

(a) A Director of Airports who shall be the chief

executive officer and director of administration of all matters pertaining to Airport aeronautical operations; and

(b) A Spokane International Airport Business Park Director shall be the chief executive officer and director of the administration of the commercial and industrial development of Spokane International Airport Business Park property not directly required for commercial aeronautical purposes, all as in accordance with the FAA approved Master Plan.

10.1 The Board may employ or contract for personnel to operate the Airport. Any employees shall be employees of the Board and shall not be considered employees of either Party. The Board, however, may contract with either Party or other recognized service providers for payroll, withholding, unemployment, worker's compensation, and fringe benefits, and accounting and administrative services as the Board, from time to time, shall prescribe.

10.2 The Board may employ, or contract with a private body or political subdivision of the state to furnish, law enforcement and firefighting services and personnel in accordance with RCW 14.08.120(2) and FAA rules and regulations.

10.3 The Board shall retain legal counsel other than from the offices of the Prosecuting Attorney and City Attorney.

11. AMENDMENT. This Agreement may be amended at any time by

mutual agreement of the parties.

This Agreement is intended to set forth the basic agreement between the Parties. Nothing herein prevents City, County, and Board from agreeing to any specific matter consistent with this Agreement.

12. TERMINATION. Either Party may terminate this Agreement effective at the end of any calendar year, by serving written notice on the other before the 1st day of October of the previous year. The terminating Party shall also give notice to the Board, the FAA and to other agencies with jurisdiction over or a financial interest in the Airport.

12.1 After notice of termination has been given, if the Parties do not, by the 31st day of December of what will be the last year of joint operation under this Agreement, reach an agreement regarding the takeover by either Party, or other operation of the Airport, or the abandonment and liquidation of the Airport, then the terminating Party will acquire the assets and assume the liabilities of the Airport, except that the City Utilities facilities remain the property of the City. Should it become necessary to engage independent appraisal or arbitration services to determine the amount and nature of payments between the Parties to compensate for any difference in the value of assets and liabilities, the Parties agree to share the costs equally.

IN WITNESS WHEREOF, this Agreement has been signed and sealed

in duplicate in Spokane, Washington, by

CITY OF SPOKANE

By Tony L. Nash  
CITY MANAGER

Attested this 28<sup>th</sup> day of  
August, 1990.

Marilyn J. Montgomery  
CITY CLERK

COUNTY OF SPOKANE

By [Signature]  
COUNTY COMMISSIONER

By [Signature]  
COUNTY COMMISSIONER

By Patricia A. Mummey  
COUNTY COMMISSIONER

Attested this 28 day of  
August, 1990

[Signature]  
CLERK OF THE BOARD

Approved as to legal form:

[Signature]  
ASSISTANT CITY ATTORNEY

DEPUTY PROSECUTING ATTORNEY

JN\24180.89001\AP-CITY.ACM

## EXHIBIT “D”



NO. **19 - 1357**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER CORRECTING A )  
SCRIVENER'S ERROR IN ) **RESOLUTION**  
RESOLUTION NO. 19-1338 )

**WHEREAS**, the County of Spokane and the City of Spokane, Washington ("Parties"), entered into an Airport Joint Operation Agreement("Agreement") for the purpose of financing, construction, improving, and operation, through the agency of the Spokane Airport Board (herein referred to as "Board"), Spokane International Airport and Felts Field, as provided by Chapter 182, Laws of Washington, 1945, codified as RCW 14.08; and

**WHEREAS**, said airport facilities have been operated under that 1962 Agreement, as amended and supplemented by various joint resolutions, ordinances, agreements, and other actions from time to time; and

**WHEREAS**, the County of Spokane and the City of Spokane now desire to amend the Agreement and adopt a new Agreement; and

**WHEREAS**, the Spokane County Board of County Commissioners passed Resolution No. 19-1338 for said Agreement on September 17, 2019. However, a scrivener's error occurred on page 1, paragraphs three and four of Resolution No.19-1338, leaving out the words "and the City of Spokane, Washington", which will be identified by underling; and

**WHEREAS**, the Spokane County Board of County Commissioners desires to acknowledge the scrivener's error and correct the same; and

**WHEREAS**, but for the scrivener's error identified above, Resolution No. 19-1338 is otherwise correct.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Board of County Commissioners of Spokane County, Washington, that the scrivener's error contained in Resolution No. 19-1338 is corrected to read as follows:

**"NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Board of County Commissioners of Spokane County, Washington, and the City Council of the City of Spokane, Washington, that the Spokane County Board of County Commissioners and the City Council of the City of Spokane approves the amendments to the Agreement, as set forth in Attachment "A", attached hereto and incorporated by reference. Attachment "A" will identify by striking and underlining changes in the Agreement.

**BE IT FURTHER RESOLVED** by the Spokane County Board of County Commissioners, and the City Council of the City of Spokane, Washington, that but for the changes provided for and

identified in Attachment "A", all other terms and provisions within the Agreement shall remain in full force and effect without any changes or modifications."

**BE IT FURTHER RESOLVED**, that the changes set forth above are deemed to correct Resolution No. 19-1338 and are incorporated thereto.

**BE IT FURTHER RESOLVED**, that but for the changes as set forth above, all other provisions of Resolution No. 19-1338, and its attached Agreement, shall remain in full force and effect, without any change or modification whatsoever.

**PASSED AND ADOPTED** this 1st day of October, 2019.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Maryl L. Kuney  
MARYL L. KUNEY, Chair

Al French  
AL FRENCH, Vice-Chair

ATTEST:

Gianna Vasquez  
Gianna Vasquez, Clerk of the Board

Josh Kerns  
JOSH KERNS Commissioner

City: Resolution 2019-0086  
Resolution No. 19-1338

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON  
AND  
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON

IN THE MATTER OF AMENDING THE )  
AIRPORT JOINT OPERATION )  
AGREEMENT BETWEEN SPOKANE )  
COUNTY AND THE CITY OF )  
SPOKANE )

**RESOLUTION**

**WHEREAS**, the County of Spokane and the City of Spokane, Washington ("Parties"), entered into an Airport Joint Operation Agreement ("Agreement") for the purpose of financing, construction, improving, and operation, through the agency of the Spokane Airport Board (herein referred to as "Board"), Spokane International Airport and Felts Field, as provided by Chapter 182, Laws of Washington, 1945, codified as RCW 14.08; and

**WHEREAS**, said airport facilities have been operated under that certain Airport Joint Operation Agreement dated July 30, 1962, as amended and supplemented by various joint resolutions, ordinances, agreements, and other actions from time to time; and

**WHEREAS**, the County of Spokane and the City of Spokane now desire to amend the Agreement and adopt a new Agreement.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Board of County Commissioners of Spokane County, Washington, that the Spokane County Board of County Commissioners approves the amendments to the Agreement, as set forth in Attachment "A", attached hereto and incorporated by reference. Attachment "A" will identify by striking and underlying changes in the Agreement.

**BE IT FURTHER RESOLVED** by the Spokane County Board of County Commissioners, that but for the changes proved for and identified in Attachment "A", all other terms and provisions within the Agreement shall remain in full force and effect without any changes or modifications.

ADOPTED by the Spokane City Council this 7 day of October, 2019.

Terri L. Pfister  
Terri L. Pfister, City Clerk

Approved as to form:  
Pat Dalt  
City Attorney

PASSED AND ADOPTED this 17th day of Sept., 2019.



ATTEST:

Ginna Vasquez  
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kune  
MARY L. KUNEY, Chair

Al French  
AL FRENCH, Vice-Chair

Josh Kerns  
JOSH KERNS, Commissioner

## AMENDED SPOKANE COUNTY/CITY AIRPORT AGREEMENT

WHEREAS, the County of Spokane and the City of Spokane, Washington, on July 30, 1962, entered into an Airport Joint Operation Agreement for the purposes of financing, constructing, improving, and operating, through the agency of the Spokane Airport Board (herein referred to as "Board"), Spokane International Airport and Felts Field, as provided by Chapter 182, Laws of Washington, 1945, codified as RCW 14.08; and

WHEREAS, said airport facilities have been operated under that 1962 Agreement, as amended and supplemented by various joint resolutions, ordinances, agreements, and other actions from time to time; and

WHEREAS, the County of Spokane and the City of Spokane now desire to amend the Agreement and adopt a new Agreement;

NOW, THEREFORE, the County of Spokane, Washington (referred to herein as "County"), and the City of Spokane, in Spokane County, Washington (referred to herein as "City"), and hereafter collectively referred to as "Parties," agree as follows:

1. PURPOSE. It is the purpose of the Parties to continue their association under Chapter 14.08 RCW to provide for joint operation of Spokane International Airport, Felts Field Airport, and Spokane International Airport Business Park facilities (herein collectively referred to as "Airport"), by replacing that 1962 Agreement with a new Agreement.

1.1 The Parties intend to vest the Board, to the fullest extent permissible by State and Federal law, with complete authority for the management and operation of the Airport for aeronautical and industrial development purposes subject to the specific limitations herein contained.

1.2 All existing rules, regulations, contracts, offices, and other actions and circumstances previously adopted or approved by the Board or the Parties acting jointly and not in conflict with this Agreement are unaffected and shall remain in full force and effect until terminated or amended in accordance with this Agreement.

2. AIRPORT PROPERTY. The "Airport" consists of Spokane International Airport, Felts Field, and Spokane International Airport Business Park, and such other property as may hereafter be acquired.

2.1 It is recognized that the property of the Airport has been acquired at various times in various ways, including surplus property grant deeds from the United States of America, purchased through Federal Aviation Administration (FAA) or its predecessor, funds, and donations. Rather than maintain abstracts of title for each segment of the Airport, it is agreed that all real property and fixtures, except as provided hereinbelow, shall be held by the County and City in equal undivided shares as tenants in common, subject to any valid future interest reserved or excepted by deed.

2.2 Personal property (except City utility properties) shall be acquired, held, and disposed of in the name of the Board. Upon termination of this Agreement and dissolution of the Board, personal property shall be deemed owned by the City and County as tenants in common.

2.3 Notwithstanding Paragraph 2.1, City shall own and have the control, operation, and maintenance of all public utility sewer and water systems within the Airport, including, but not limited to, all present and future utility systems, tangible property, pipes and pumps, storage tanks, and fire hydrants, whether located underground or above ground, and intangible property such as franchises and easements.

3. FEDERAL RULES, REGULATIONS AND REQUIREMENTS. It is recognized that part of the land of the Spokane International Airport and Spokane International Airport Business Park was acquired from the United States of America by grant deed which contains reversion, restrictions, and obligations on the use of such properties for aeronautical and nonaeronautical purposes.

3.1 It is further recognized that the Airport has received grants from the federal government by or through its Federal Aviation Administration or its predecessors or other federal departments or agencies which have also imposed restrictions, conditions, and obligations on the use of Airport properties and further require that the revenues received be devoted to aeronautical purposes. The Parties hereby expressly ratify and confirm all previous grant agreements in existence at the time of execution of this Agreement and agree to be bound by any conditions or obligations imposed therein. Any future grant or other form of federal financial assistance for the Airport shall be subject to approval and acceptance by the Board, which is delegated authority to act on behalf of the City and County to enter into grant agreements on behalf of each the City and County.

3.2 In the event the Parties desire to terminate this Agreement, notice shall first be given to the Federal Aviation Administration of the intent to terminate this Agreement and of any change affecting ownership, control, operation, or performance of any conditions or obligations required by the grants or other federal financial assistance programs. It is also recognized that any termination or disposition of the properties of the Airport shall require prior FAA approval unless otherwise provided for by federal law or regulation.

4. AIRPORT FINANCES. It is intended that the expenses of operating Spokane International Airport, Felts Field, and Spokane International Airport Business Park shall be paid, to the maximum extent possible, from the operating revenues of each entity.

4.1 The Airport fiscal year shall be the calendar year.

4.2 The Board shall submit a proposed comprehensive balanced operating budget for the Spokane International Airport, Felts Field, and Spokane International Airport Business Park by the first Monday in the month of December for the ensuing fiscal year. Separate operating budgets and accounting records will be presented for each of the three cost centers described above and the comprehensive budget must be jointly approved by the Parties prior to the end of the current calendar year in which the proposed budget is submitted.

4.3 The Board shall have no independent authority to issue bonds or to incur other debts with a date of maturity of more than one year from the date of the obligation.

In the event there is a deficit in a principal or interest payment necessary to pay a bonded indebtedness, then the Parties shall each fund one-half of said deficit.

The Parties may, by joint resolution, authorize the issuance and sale of revenue bonds or other obligations payable from Airport revenues, the proceeds of which are to be used exclusively for Airport purposes. After the proper adoption of a joint resolution by both the City and the County, the revenue bonds or other revenue obligations shall be authorized by and issued in the name of Spokane County.

General obligation debt may also be issued for Airport purposes for projects authorized by law. If a general obligation debt is proposed to be issued, the Parties shall adopt a joint resolution evidencing the intent to incur said debt. The Parties then each shall



separately authorize its portion of the total debt in the manner required by law for each Party, respectively.

5. AIRPORT FUNDS. All Airport funds arising from the sale of bonds, proportionate contributions of the Parties, federal funds, all revenues from the operations of the Airport, and all other funds of whatever nature or source allocable to the Airport or its operations shall be deposited and maintained in appropriate accounts in the office of the Treasurer of Spokane County. All disbursements from said Airport funds shall be made by order of the Board, in accordance with the annual Airport budgets, this Agreement and such rules and regulations and for such purposes as the Parties acting jointly shall, from time to time, prescribe.

5.1 Airport funds shall be administered and accounted for in accordance with the rules, regulations, and principles established and approved by the Auditor of the State of Washington, subject only to contrary federal audit requirements.

5.2 Idle funds may be invested by the County Treasurer under direction of the Board in accordance with the laws governing investment of County funds. Earnings from investment of Airport funds, less statutory administrative costs, shall be credited to the Airport funds.

6. ALLOCATION OF FUNDS. The primary purpose of this Agreement is to provide for the continued joint operation, maintenance, and control of airport facilities for air navigation purposes. The management of associated facilities for industrial development, foreign trade zones, and other commercial purposes are secondary to the primary purpose described above.

6.1 As specified in the annual budget, revenues shall be applied to the following purposes, in the order listed:

- (a) Maintenance and operation expenses, including salaries and other personnel costs;
- (b) Principal and interest and any required reserve deposits on outstanding bonds and any other bonds having a parity of lien;
- (c) Principal and interest on the revenue bonds having a junior lien to any outstanding bonds;
- (d) Any outstanding revenue or interest bearing warrants;
- (e) Accumulation of reserve funds;
- (f) Early redemption of revenue bonds or other Airport indebtedness;
- (g) Other proper purposes consistent with operating budget approvals.

7. AIRPORT BOARD. The Board shall consist of seven members, serving at the pleasure of their appointive party, and shall be appointed to a three-year term except as provided below. The City shall appoint three members; the County shall appoint three members; and the City and County, acting jointly, shall appoint one member. One of the three members appointed by the City to the Airport Board shall be a member of the City Council, and one of the three members appointed by the County to the Airport Board shall be a member of the Board of County Commissioners; these appointments shall immediately terminate if the appointee is no longer a member of the Council or Board of County Commissioners.

7.1 City and County each shall endeavor to ensure that its appointees are qualified by reason of education or experience in matters pertaining to aviation and industrial development.

7.2 In case of vacancy, a person shall be appointed by the appropriate appointing authority to the unexpired term in the same manner as the member whose position is vacant.

7.3 Members of the Board shall serve without compensation. Board members may receive from Airport funds reimbursement for expenses incurred in the course of official business, or when travel is necessary, a travel advance or per diem allowance consistent with procedures approved by the State Auditor.

7.4 The Board may purchase liability insurance with such limits as it deems reasonable for the purpose of protecting the Board and Airport employees against liability for personal or bodily injuries and property damages arising from its acts or omissions while performing or in good faith purporting to perform its official duties.

In the event that the Board may not purchase insurance at reasonable rates, the Board may adopt resolutions providing for the indemnification, including reasonable costs and attorney's fees, against liability for personal or bodily injuries and property damages arising from its acts or omissions while performing or in good faith purporting to perform its official duties.

8. POWERS OF THE AIRPORT BOARD. The Board shall have the authority to exercise all of the powers granted to municipalities pursuant to the provisions of RCW 14.08 et seq. in the management, operation, and control of the Airport for aviation and business park purposes, subject to final approval of the annual comprehensive budget except that:

- (a) Eminent domain power must be exercised jointly by the Parties;
- (b) The acquisition, sale, transfer, or disposal of real property, except the grant of a lease, must be by joint action of the Parties;

(c) Policy regulations governing conduct and use of the Airport to be enforced through a judicial proceeding, if not adopted by the joint action of the Parties, must be adopted pursuant to the requirements of City or County ordinances and resolutions. The Airport Board may adopt reasonable rules and regulations for the control and management of the Airport not requiring judicial enforcement, including, but not limited to, minimum standards for aeronautical and nonaeronautical activities;

(d) Contracts for public works and procurements of goods and services must satisfy the legal and procedural requirements of the City;

(e) The employment and termination of the Airport Chief Executive Officer must be jointly approved by the City and County;

(f) Capital improvements of Airport property, for aeronautical, commercial, and industrial purposes, shall be in general accordance with an Airport Layout Plan jointly adopted by the Board, City, and County, and approved by the FAA; and

(g) All aviation capital improvements and land uses conforming with said Airport Layout Plan shall not be subject to City of County zoning regulations.

9. UTILITIES.

9.1 City has assumed responsibility for the maintenance and operation of the Spokane International Airport water and sanitary sewage disposal system, excluding any septic tanks, cesspools, or similar onsite sewage disposal systems in existence on Airport property.

9.2 Ownership of lines, wells, pumping stations, and other component parts of the water and sanitary sewage disposal systems within the boundaries of the property owned jointly by the City and the County for Airport operations, excluding on-site sewage

disposal systems, as noted above, have vested in the City in the same manner and subject to the same regulations and procedures as if those facilities were located within the City limits.

9.3 The City shall be responsible for maintenance and operation of all utility lines and component parts. The cost of new water meters, installation costs, the upgrading of existing meters, and any other costs usually related to meter installation will be borne by the user.

9.4 All decisions relating to operation of existing or future lines including the active nature of substandard or high maintenance lines will be made by the City.

9.5 All future expansion and upgrading of such systems will be done in accordance with City policy in effect at the time and will become the property of the City; provided that, the City may authorize, upon the recommendation of the Airport Board, the construction and installation of sewer lines, water lines, pumping stations, wells and other component parts of the water and sanitary sewage disposal systems within the Airport boundaries by private contract.

9.6 Utility service shall be provided to users located on SIA property at in-City rates. All rules and regulations which apply to in-City users will apply to said SIA users. Any user who had a service agreement with the Airport shall enter into a new agreement with the City.

9.7 A Utilities Plan shall be maintained by the City which will depict all utility lines and facilities and the appropriate City departments shall be given the necessary easement for access to those existing lines and facilities for service and maintenance. The City will coordinate its utility planning and development with the Airport Board and in

compliance with United States Federal Aviation Administration (hereinafter "FAA") rules and regulations in order to minimize any interference with Airport operations and all construction and expansion of the water and sewer systems shall then be added to the Utility Plan with the necessary access extended as with the existing system. Easements for the Airport utilities system, as well as real property site requirements, shall be provided at no cost to the City.

9.8 If it becomes necessary, in the expansion of the Airport utilities system, to form a local improvement district to provide for said expansion, then the City and the County agree, as co-owners of the Airport property, to jointly sign petitions as authorized and required by law for the formation of said local improvement district. If utility service is expanded by the formation of a local improvement district, or other similar method, then the City and County agree that assessments may be placed against any Airport property not being used for Airport purposes in the proportion that said property specially benefits from the construction, improvement, and/or expansion of the utility service.

10. PERSONNEL. The Board shall employ, subject to City and County approval A Chief Executive Officer who shall direct the administration of all matters pertaining to Spokane International Airport, Felts Field, and Airport Business Park, all as in accordance with the FAA approved Airport Layout Plan.

10.1 The Chief Executive Officer may employ or contract for personnel to operate the Airport. Any employees shall be employees of the Airport and shall not be considered employees of either Party. The Board, however, may contract with either Party or other recognized service providers for payroll, withholding, unemployment, worker's

compensation, and fringe benefits, and accounting and administrative services as the Board, from time to time, shall prescribe.

10.2 The Board may employ, or contract with a private body or political subdivision of the state to furnish, law enforcement and firefighting services and personnel in accordance with RCW 14.08.120(2) and FAA rules and regulations.

10.3 The Board shall retain legal counsel other than from the offices of the Prosecuting Attorney and City Attorney.

11. AMENDMENT. This Agreement may be amended at any time by mutual agreement of the Parties.

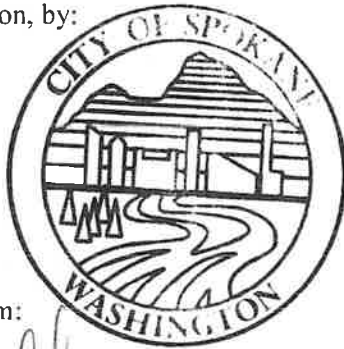
This Agreement is intended to set forth the basic agreement between the Parties. Nothing herein prevents City, County, and Board from agreeing to any specific matter consistent with this Agreement.

12. TERMINATION. Either Party may terminate this Agreement effective at the end of any calendar year, by serving written notice on the other before the 1st day of October of the previous year. The terminating Party shall also give notice to the Board, the FAA and to other agencies with jurisdiction over or a financial interest in the Airport.

12.1 After notice of termination has been given, if the Parties do not, by the 31st day of December of what will be the last year of joint operation under this Agreement, reach an agreement regarding the takeover by either Party, or other operation of the Airport, or the abandonment and liquidation of the Airport, then the terminating Party will acquire the assets and assume the liabilities of the Airport, except that the City Utilities facilities remain the property of the City. Should it become necessary to engage independent appraisal or arbitration services to determine the amount and nature of payments between

the Parties to compensate for any difference in the value of assets and liabilities, the Parties agree to share the costs equally.

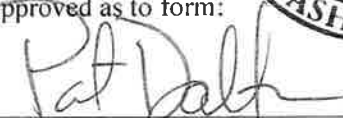
IN WITNESS WHEREOF, this Agreement has been signed and sealed in duplicate in Spokane, Washington, by:



CITY OF SPOKANE

  
Terri L. Pfister, City Clerk

Approved as to form:

  
City Attorney

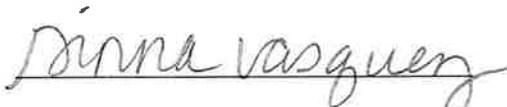
SPOKANE COUNTY

  
Commissioner Mary L. Kuney, Chair

  
Commissioner Al French, Vice-Chair



ATTEST:

  
Ginna Vasquez, Clerk of the Board

  
Commissioner Josh Kerns, Vice-Chair



## **EXHIBIT “E”**

"E"

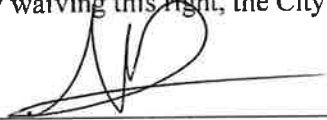
## PLP Waiver Form

Alex Scott, City Administrator  
City of Spokane  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

Pursuant to WAC 173-340-500 and WAC 173-340-520(1)(b)(i), I Alex Scott, a duly authorized representative of the City of Spokane, do hereby waive the right to the thirty (30) day notice and comment period described in WAC 173-340-500(3) and accept status of the City of Spokane as a Potentially Liable Person at the following contaminated site:

- Site Name: Spokane International Airport PFAS
- Site Address: 9000 W Airport Dr, Spokane, WA 99204
- Cleanup Site ID: 16774
- Facility/Site ID: 6332493
- County Assessor's Parcel Number(s): 25310.9021

By waiving this right, the City of Spokane makes no admission of liability.

  
\_\_\_\_\_  
Signature

7/23/25  
\_\_\_\_\_  
Date

Relation to the Site: City of Spokane, City Administrator